



Southpointe Plaza II
Suite 300
380 Southpointe Blvd.
Canonsburg, PA 15317
(800) 920-0050

231741

Doc#: 0434918042
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 12/14/2004 09:07 AM Pg: 1 of 3

Prepared by
Citibank
1000 Technology Drive, MS 221
Attn.: Document Administration
umesha sharma

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 2707970642

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this August 27, 2004, by and between Citibank, F.S.B., whose principal place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and GARY M BERG and MARY ANN B. BERG, A/K/A MARYANN BERG, AS JOINT TENANTS (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 6249 NAPER AV N, CHICAGO, IL 60631.

WHEREAS, Borrower obtained a home equity line of credit from Lender on 03/19/2002, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 20505189 of the Official Records of COOK county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of \$50,000.00; and

WHEREAS, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

WHEREAS, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$150,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$150,000.00.
2. **NO OTHER MODIFICATION**. Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.
3. **SECURITY INSTRUMENT**. Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.

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- 4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
- 5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
- 6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.

LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

<i>Gary M. Berg</i>	8/27/04	<i>Mary Ann B. Berg A/K/A Mary Ann Berg</i>	8/27/04
GARY M BERG	Date	MARY ANN B BERG A/K/A MARY ANN BERG	Date
	Date		Date
	Date		Date

Citibank, F.S.B.

By: *ML McKinney AWP*
 Name: *ML MCKINNEY AWP*
 Title: *AWP*

STATE OF ILLINOIS)
 County of COOK)SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **GARY M BERG and MARY ANN BERG**, personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he(they) signed sealed and delivered the said instrument as his(her)(their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of AUGUST 2004

My Commission Expires: 8-2-2006 *Donna L Stefl*
 Notary Public



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**NOTE AND MORTGAGE MODIFICATION AGREEMENT
RIDER A – PROPERTY DESCRIPTION**

All that certain piece or parcel of land with the buildings and improvements thereon situated lying and being in Chicago
County of Cook and State of Illinois: Lot 23 (Except North 16 feet thereof) and the North 23 feet of Lot 24 in Schmidt Brothers Subdivision being a subdivision of Lot 2 in Circuit Court Partition of the East 30 acres of the Northeast 1/4 of the Northeast 1/4 of Section 5 Township 40 North Range 13 East of the Third Principal Meridian in Cook County Illinois.
Parcel Number: 13-06-214-040

County of Cook Clerk's Office