

# UNOFFICIAL COPY



Doc#: 0531316137 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/09/2005 11:07 AM Pg: 1 of 4

**WHEN RECORDED RETURN TO:**

Integrated loan Services



Record and Return To:  
Integrated Loan Services  
27 Inwood Road  
Rocky Hill, CT 06067

PARCEL: 24-00-204-016

**NOTE AND MORTGAGE MODIFICATION AGREEMENT**

Citibank Loan #9021

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

**THIS AGREEMENT** is made and entered into this 08/19/2005, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and **WARREN W. WALLS and SHARON M. WALLS**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 6419 88TH ST W, OAK LAWN, IL 60453.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender, on 11/17/04 and recorded on 12/03/04, 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 0433849074 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 \$30,000.00; 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:

- CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$44,400.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$44,400.00.
- 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.
- 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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PT  
MY  
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(30)

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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.

*Warren W. Walls* 08/19/2005 *Sharon M. Walls* 08/19/2005  
 Borrower: **WARREN W. WALLS** Borrower: **SHARON M. WALLS**

\_\_\_\_\_  
 Borrower: Borrower:

**Property Owner Who Is Not a Borrower:**

By signing below, you agree to the terms of this Agreement and it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the Property for the amounts owed under the terms of this Agreement.

\_\_\_\_\_  
 \_\_\_\_\_

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 **WARREN W. WALLS and SHARON M. WALLS**, 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 19 day of AUG 2005.

My Commission Expires: 8-2-2006

*Donna L. Stefl*  
Notary Public Signature



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Citibank, F.S.B.

By: Cynthia Johnson

Name: Cynthia Johnson

Title: OPS Mgr.

STATE OF Missouri }  
COUNTY OF St. Louis } SS:

On this 19th day of Sept, in the year 2005, before me personally came Cynthia Johnson to me known, who, being by me duly sworn, did depose and say that he/she/they is/are Officer(s) of Citibank herein described and which executed the foregoing instrument and that he/she/they signed his/her/their name(s) there to by authority of the board of directors of said corporation.

[Signature]  
Notary Public Signature

My Commission Expires: 09-21-2007

Property of St. Louis County Clerk's Office

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## SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN OAK LAWN, COUNTY OF COOK, AND STATE OF ILLINOIS, TO WIT:

LOT 3 IN BLOCK 11 IN RIDGELAND PARK ADDITION, A SUBDIVISION OF THAT PART LYING EAST OF AND ADJOINING CENTER LINE OF NEENAH BROOK OF THE NORTH 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 352 FEET OF THE EAST 620 FEET OF SAID NORTH 1/2) OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID CENTER LINE OF NEENAH BROOK BEING A STRAIGHT LINE DRAWN FROM A POINT OF THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 758 FEET WEST OF THE NORTHEAST CORNER TO A POINT ON THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, A DISTANCE OF 1229.75 FEET WEST OF THE SOUTHEAST CORNER, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PREMISES CONVEYED IN A DEED RECORDED 07/10/1992, IN DOC NO. 92505786.

PARCEL ID: 24-06-204-016

PROPERTY KNOWN AS: 6419 W 88TH ST

Cook County Clerk's Office