



# UNOFFICIAL COPY



Doc#: 0531919020 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/15/2005 10:02 AM Pg: 1 of 4

Record and Return to:

Nationwide  
Southpointe Plaza II  
380 Southpointe Blvd Suite 300  
Canonsburg, Pa 15317  
(800) 920-0050  
**6092354**

Prepared by:

Citibank / Umesha Sharma  
11800 Spectrum Center Dr.  
Reston, Va 22090

Property of Cook County Clerk's Office  
**NOTE AND MORTGAGE MODIFICATION AGREEMENT**  
[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

Citibank Loan #105031601748000

**THIS AGREEMENT** is made and entered into this 03/30/2005, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender") and **NIDHIR SREEDEVAN, Single**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 195 HARBOR N, 2309, CHICAGO, IL 60601.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender, on 08/07/2003, 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 644-0007; 0010825610 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 \$36,500.00; 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 \$86,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$86,000.00.
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.**

Borrower: NIDHIR SREEDEVAN 03/30/2005 Borrower: \_\_\_\_\_  
 Borrower: \_\_\_\_\_ Borrower: \_\_\_\_\_

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

By signing below, you agree to the terms of this Agreement as 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.

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

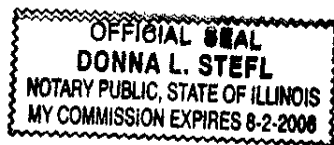
STATE OF ILLINOIS )  
County of COOK )SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NIDHIR SREEDEVAN, 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 30 day of MARCH 2005

My Commission Expires: 8-2-2006

Donna L Stefl  
Notary Public



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Citibank, F.S.B.

By: [Signature]

Name: Chris Dean

Title: VP Funding

STATE OF Missouri }  
COUNTY OF St Louis } SS:

On this 8th day of April, in the year 2005, before me personally came Chris Dean 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) here to by authority of the board of directors of said corporation.

P Cunningham  
Notary Public

My Commission Expires: \_\_\_\_\_

Property of St. Louis County Clerk's Office

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

The real property in the County of Cook, State of Illinois is described as follows:

Parcel 1:

Unit 2309 in the Park Shore Condominium as delineated and defined on the Plat of survey of the following described Real Estate.

That part of the lands lying East of and adjoining Fort Dearborn addition to Chicago, being the whole of the Southwest Fractional Quarter of Section 10, Township 39 North, Range 24, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Commencing at the North East corner of Parcel "A" as located and defined in the Plat of "Lake Front Plaza" Subdivision (being a Subdivision recorded in the Recorder's Office of Cook County, Illinois on the 30th day of April, 1962 as Document Number 18461961) and running thence North along a Northward extension of the East line of said parcel "A" (said Northward extension being also the West line of a Strip of land, 66.00 feet wide, dedicated and conveyed to the City of Chicago for Public utilities by Plat of declaration recorded in said Recorder's Office on the 14th day of March, 1979 as Document Number 24879730) a distance of 176.195 feet thence East along a line Perpendicular to the last described course a distance of 235.083 feet to the point of beginning at the Northwest corner of the hereinafter described Parcel of land, thence continuing along the last described Perpendicular line a distance of 189.959 feet to an intersection with the Westerly line of North Lake Shore drive as said North Lake Shore drive was dedicated by an instrument recorded in the Recorder's Office on the 14th day of March, 1979 as Document Number 24879733: Thence Southwardly along said West line of North Lake Shore drive, a distance of 146.790 feet thence continuing Southwardly along said West line of North Lake Shore drive said West line being here an arc of a circle, concave Westerly and having a Radius of 2854.789 feet, an arc distance of 85.093 feet in the Northeast corner of Block 2 of Harbor Point Unit 1, a Subdivision recorded in said Recorder's Office on the 13th day of December, 1974 as Document Number 22935649: Thence West along the North line of said Block 2, a distance of 169.878 feet to an intersection with a line which is 235.083 feet East of and parallel with the Northward extension of the East line of Parcel "A" in "Lake Front Plaza" Subdivision aforesaid: Thence North along the last described parallel line (said parallel line being perpendicular to said North line of Block 2 in Harbor Point Unit 1) a distance of 231.00 feet to the point of beginning, in Cook County, Illinois, which survey is attached as exhibit "A" to declaration of Condominium recorded June 27, 1995 as Document Number 95414356, as amended from time to time, together with its undivided percentage interest in the common elements.

Parcel 2:

Non-Exclusive easement for the Benefit of Parcel 1 solely for vehicular and pedestrian ingress and egress over and across certain improved portions of the existing Garage; existing Ramps and Adjacent areas now located on the property Commonly Known as 175 North Harbor Drive, Chicago, Illinois pursuant to the terms, conditions and reservations contained in the amended and restated Grant of Easements dated August 29, 1989 and recorded on September 1, 1989 as Document Number 89410952, in Cook County, Illinois.

Parcel 3:

Non-exclusive easement for the benefit of Parcel 1 solely for utility purposes, and vehicular and pedestrian access under and across the property North of and adjacent to the property commonly known as 175 and 195 North Harbor Drive, Chicago, Illinois pursuant to the terms, conditions and reservations contained in the amended and restated Grant of easements dated August 29, 1989 and recorded on September 1, 1989 as Document Number 89410952.

Parcel 4:

The exclusive right to the use of Parking space 436, a Limited common element as delineated on the survey attached to the declaration aforesaid, recorded as Document Number 95414356.

Tax ID: 17-10-401-014-1199