



UNOFFICIAL COPY



Doc#: 0532132062 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/17/2005 11:42 AM Pg: 1 of 5

Record and Return to:
Citibank
1000 Technology Drive, MS 221
O'Fallon, MO 63368-2240
Attn.: Document Administration

NOTE AND MORTGAGE MODIFICATION AGREEMENT

RECORDING ORIGINAL

237504
Citibank Loan #9944

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 09/17/2005, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and WILLIAM CLARK and STEPHANIE CLARK, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 12507 PRINCETON AV S, CHICAGO, IL 60628-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 07/31/01, 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 on 08/16/2001 book: 00101754153 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 \$42,500.00; 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 \$79,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$79,000.00.
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.

UNOFFICIAL COPY



- 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.

William Clark 09/02/2005
 Borrower: WILLIAM CLARK

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.

Stephanie Clark 09/02/2005
 STEPHANIE CLARK

Borrower:

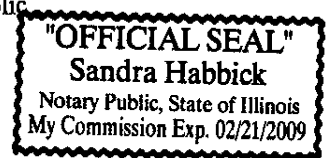
STATE OF ILLINOIS)
 County of Cook)SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM CLARK and STEPHANIE CLARK, 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 2nd day of September 2005.

My Commission Expires: 2/21/09

Sandra Habbick
 Notary Public



UNOFFICIAL COPY



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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION

The both wing described real estate, situated in Cook County, Illinois, to-wit:

Lot 1 in Brandt's Resubdivision of part o the west 1/2 of Lot 13 and part of the East 1/2 of Lot 14 in Andrew's Subdivision of the East 1/2 of the South West 1/2 and the South East Fractional 1/2 of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line in Cook County, Illinois.

For Informational Purposes Only: 12507 SOUTH PRINCETON AVENUE , CHICAGO, IL 60628

Reference #: 105081914401000

Record Owner(s): WILLIAM CLARK, STEPHANIE CLARK

COUNTY: 25-284120400000

BLOCK: _____

BLOCK: _____

LOT: 1

This Schedule A has been made accessible via our website for **review only** purposes. The final Schedule will be included with your Title Commitment. Any changes made to the Schedule which have not been sanctioned by our company will not be included in the title policy and therefore will not be insured.

Property of Cook County Clerk's Office