



# UNOFFICIAL COPY



0532239050

Doc#: 0532239050 Fee: \$30.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 11/18/2005 10:27 AM Pg: 1 of 4

Record and Return to:  
Nationwide  
Southpointe Plaza II  
380 Southpointe Blvd Suite 300  
Canonsburg, Pa 15317  
(800) 920-0050  
6055536

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

## NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 105011700949000

### [PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

**THIS AGREEMENT** is made and entered into this 01/04/2005, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and **ROBERT G. BROWN and MAXINE D. BROWN AS TENANTS BY THE ENTIRETY**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **6101 NORTH SHERIDAN R E, 30B, CHICAGO, IL 606600000**.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender on 12/13/03, 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 0335240027 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:

- CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$68,500.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$68,500.00.
- 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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- 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.**

Robert G. Brown 02/04/2005  
 Borrower: **ROBERT G. BROWN**

Maxine D. Brown 02/04/2005  
 Borrower: **MAXINE D. BROWN**

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.

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

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

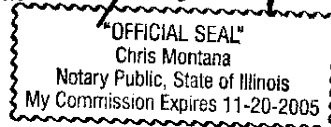
STATE OF ILLINOIS )  
 County of COOK )SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ROBERT G. BROWN and MAXINE D. BROWN**, 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 4 day of Feb. 2005

My Commission Expires: 11-20-05

Chris Montana  
 Notary Public



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Citibank, F.S.B.

By: Debbie Paltzik White

Name: Debbie Paltzik White

Title: AUP

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

On this 25 day of February, in the year 2005, before me personally came Debbie Paltzik White 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

My Commission Expires: May 21, 2007

JAMES L. STEVENSON  
Notary Public - State of Missouri  
City of St. Louis  
My Commission Expires May 21, 2007

Property of St. Louis County Clerk's Office

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

The following described real estate, situated in the County of Cook and State of Illinois, to wit:

Unit 30-B in the East point condominium, as delineated on survey of the following described parcel of Real Estate; that part of Lots 12, 13, 14 and 15 lying East of a line which is 169.00 feet East of and parallel with the West line of said lots together with so much of the land East of and adjoining said Lots 12, 13, 14, and 15, as is bounded on the North by the North line of said Lot 12 extended East of the South line of said Lot 15 extended East, and on the East by the Westerly line of Lincoln Park, as in shown and delineated in Document No. 10938695 all in Block 9 in Cochran's Second Addition to Edgewater in the East half of fractional Section 5, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois which survey is attached as exhibit "A" to Declaration of condominium ownership made by American National Bank and Trust Company, as Trustee under Trust Number 22473, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 20350217; together with an undivided .600 percent interest in said parcel (excepting from said parcel the property and space comprising all the units thereof, as defined and set forth in said Declaration and survey).

14-05-21-021-1110