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Record and Return to:

Nationwide Southpointe Plaza II 380 Southpointe Blvd Suite 300 Canonsburg, Pa 15317 (800) 920-0050 6085877 Prepared by: Citibank / Umesha Sharma 11800 Spectrum Center Dr. Reston, Va 22090

Doc#: 0535334007 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 12/19/2005 08:20 AM Pg: 1 of 4

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 105030708373000

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

THIS AGREEMENT is made and entered into this <u>03/23/2005</u>, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and <u>ADRIANA SORNITO and EDUARDO SORNITO</u>, (collectively referred to herein as "Borrower"). The "Property" mea is the real estate located at <u>850 DEWITT N, 7A, CHICAGO, IL</u> 60611.

WHEREAS, Borrower obtained a home equity line of credit from I ender, on <u>01/30/03</u>, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Nete") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as <u>0330 (439.22</u> of the Official Records of <u>COOK</u> 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 <u>\$50,000.00</u>; and

WHEREAS, all terms used herein and not otherwise defined shall have the meaning set with 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 Borrows agree as follows:

- 1. **CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$100,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$100,000.00.
- 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.
- 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.

NBS-H-MOD-000-IL SORNITO 1 of 4

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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.

	A STATE STATE OF THE STATE OF T
LENDER AND BORROWER AGREE AND ACCEPT TO ABOVE WRITTEN.	HE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST
	3/2005
Borrower: ADRIANA SORNITO	Borrower: EDUARDO SORNITO
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Borrower:	Borrower:
Property Owner Who Is Not a Borrower:	<del>/</del>
against the Property. You are not a "Borrower" and are	nt as it in odifies the terms of any mortgage liens held by Citibank not personally liable for the indebtedness owed under the m against the Property for the amounts owed under the terms of this
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STATE OF ILLINOIS )SS County of Cos (Cos (Cos (Cos (Cos (Cos (Cos (Cos	
<b>SORNITO</b> and <b>EDUARDO SORNITO</b> , personally known foregoing instrument, appeared before me this day in person, instrument as his(her)(their) free and voluntary act, for the use	
Given under my hand and official seal, this 23 day	of MARCH 2005
My Commission Expires: 11.01.05  OFFICIAL SEAL  JACQUELYN HATHAWAY  Notary Public - S. ate of II. nois  My Commission Expires Nov. 1, 2005	Notary Public

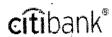
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## **cîtî**bank<sup>®</sup>

Citibank, F.S.B.		
By: Delle Ba	ys Unle	
Name: Debbie F.	Hrik-White	
Title: AUD		
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STATE OF MISSOUR	}	
COUNTY OF ( T. LUU)	5 2 33.	
On this 15t	day of APP in the year 2009, before me	
personally came	to me known, who, being by that he/she/they is/are O ficer(s) of Citibank herein described and which executed the foregoing size of his herein to by authority of the board of directors of said corporation.	me
instrument and that he/she/the	signed his/how/their name(s), there to by authority of the board of directors of said corporation.	
Notary Public		
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My Commission Expires:	Notary Public – State of Missouri  County of St. Louis	
	My Commission Expires Mar. 18, 2007	
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	My Commission Expires Mar. 18, 2007	

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

The following described property located in Cook County, State of Illinois:

Unit No. 7-"A" in the 850 Dewitt Condominium, as delineated on a survey of the following described real estate: Part of Lot "A" in the consolidation of Lots 54 and 55 (except from said Lots the South 8 feet thereof) and Lots 56 to 58 (except from Lot 58 the West 15 feet 11 3/8 inches thereof) in Lake Shore Addition to Chicago, a Subdivision of Part of Blocks 14 and 20 in Canal Trustees Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24641583

The DOSS-ROLL OF COOK COUNTY Clark's Office