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Doc#: 0615018066 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 05/30/2006 12:47 PM Pg: 1 of 4

Record and Return to:
Citibank
1000 Technology Drive, MS 221
O'Fallon, MO 63368-2240
Attn.: Document Administration
6183457

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #106020614357000

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

THIS AGREEMENT is made and entered into this <u>02/22/2006</u>, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lende"), and <u>LINDA S. JACKSON</u>. (collectively referred to herein as "Borrower"). The "Property" means the real estate located at <u>41.2 LEAVITEST N. CHICAGO, IL 60618-0000</u>.

WHEREAS, Borrower obtained a home equity line of credit from I ender, on <u>01/30/04</u>, 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 <u>1453049129</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>\$30,000.00</u>; and the new secured amount of <u>\$48,700.00</u>.

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 for in it, the Note to \$78,700.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$78,700.00.
- 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.

O'Connor Title Services, Inc.

> Revised 06/24/2005 ACAPS: 106020614357000

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## **citi**bank<sup>®</sup>

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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 TE	RMS OF THIS AGREEMENT AS OF THE DATE FIRST
ABOVE WRITTEN.	
Borrover/ LINDA S. JACKSON 02/22/2006	2
Bongweif Enda S. JACKSON	Borrower:
Ox	
Borrower:	Borrower:
Property Owner Who Is Not a Borrower:	
T	
By signing below, you agree to the terms of this Agreement is it	nodifies the terms of any mortgage liens held by Citibank
against the Property. You are not a "Borrower" and are no, per Agreement. You agree, however, that Citibank has a claim again	sonally liable for the indebtedness owed under the
Agreement.	the troperty for the amounts owed under the terms of this
	$^{2}Ox$
	· Q <sub>A</sub> ,
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CTATE OF HI WOOL	
STATE OF ILL/NOIS  County of	Ysc.
County of	
I, the undersigned, a Notary Public in and for said County, in the Sta	te aforesaid, DO HEREBY CERTIFY that LINDA S.
<b>JACKSON</b> , 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) sign and voluntary act, for the uses and purposes therein set forth.	ed sealed and delivered the said instrument as his(her)(their) free
and voluntary act, for the uses and purposes therein set forth.	10 DAG 1
Given under my hand and official seal, this day of	$\mathcal{L}$ $\mathcal{A}\mathcal{U}\mathcal{L}$
Cul + Q	
My Commission Expires:	1 Hold V
My Collinission Expires.	Notary Public
Commonwear and a second	
"OFFICIAL SI	EAT "
ATTOM FURLISTATE A	E transport
My Commission Expires 0	9/06/2008

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**citi**bank\*

Citibank
By: Glasifer L Certis
Name: JENNIFER L CURTIS
Title: UNIT MANAGER
STATE OF MISSOURI SS:
COUNTY OF ST. LOUIS
On this 3rd day of 17812, in the year 2006, before me who, being by me duly sworn did decreased by the state of the state
who, being by me duly sworn, did depose and say that I e/sh:/they is/are Officer(s) of Citibank herein described and which executed the foregoing instrument and that he/she/uir/y: igned his/her/their name(s) there to by authority of the board of directors of said corporation.
Notary Public Notary Public
My Commission Expires:
AO COLOR SECONO
\$ - 1.0 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

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

The following described real property situated in the County of Cook, State of Illinois:

Lot 337 in Rudolph's subdivision of Blocks 6 and 7 W.B. Ogden's Subdivision of the Southwest 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clark's Office

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Revised 06/24/2005 ACAPS: 106020614357000