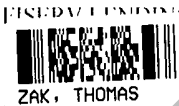




Doc#: 0622135148 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/09/2006 03:20 PM Pg: 1 of 4

Record and Return to:



Record and Return To:
Fiserv Lending Solutions
27 Inwood Road
ROCKY HILL, CT 06067

ZAK, THOMAS

Parcel 24-16-12-014-0000

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Mail tax statements

10409 Georgia Lane
Oak Lawn, IL 60453

Citibank Loan #106062213568000

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 07/10/2006, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and THOMAS ZAK and SHEILA M. ZAK, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 10409 GEORGIA LANE, OAK LAWN, IL 60453.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 07/21/2001 AND RECORDED ON 08/08/2001, 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 0010721686 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 \$80,500.00; 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 \$130,500.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$130,500.00 AN INCREASE OF \$50,000.00.
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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p4
m.w

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.

<p><u><i>tz</i></u> 07/10/2006 Borrower: THOMAS ZAK WHO TOOK TITLE AS THOMAS A. ZAK</p>	<p><u><i>Sheila M. Zak</i></u> 07/10/2006 Borrower: SHEILA M. ZAK</p>
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.

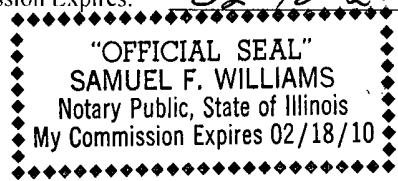
STATE OF ILLINOIS)
County of COOK)SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **THOMAS ZAK WHO TOOK TITLE AS THOMAS A. ZAK and SHEILA M. ZAK**, 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 10TH day of JULY 2006

My Commission Expires: 02-18-2010

Samuel F. Williams
Notary Public Signature





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Citibank, F.S.B.

By: Jennifer L Curtis

Name: JENNIFER L CURTIS

Title: UNIT MANAGER

STATE OF MISSOURI

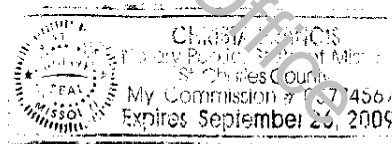
COUNTY OF ST. LOUIS

}
} SS:
}

On this 17th day of July, in the year 2006, before me personally came Jennifer L Curtis 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.

Christa Francis
Notary Public

My Commission Expires: 9.26.09



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G177FNTD

SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN OAK LAWN, COUNTY OF COOK, AND STATE OF ILLINOIS, TO WIT:

LOT 36 IN BUSCH AND STATHIS SECOND MAPLEWOOD PARK ADDITION A RESUBDIVISION OF LOT 2 IN FREDERICK H BARTLETTS MAPLEWOOD PARK BEING A SUBDIVISION OF LOTS 3, 4 AND LOT 2 (EXCEPT THE EAST 2 RODS THEREOF) IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 24-16-120-014-0001

PROPERTY KNOWN AS: 10409 GEORGIA LN

Property of Cook County Clerk's Office