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Doc#: 0630002045 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 10/27/2006 08:07 AM Pg: 1 of 4

Record and Return to: Nationwide Southpointe Plaza II 380 Southpointe Blvd Suite 300 (800) 920-0050 Prepared by: Citibank / Umesha Sharma 11800 Spectrum Center Dr. Reston, VA 22090

20211857

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #106082205263000

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

THIS AGREEMENT is made and entered into this 39/19/2006, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and ALAN M. GOULD and WENDY GOULD, AS HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY WITH RIGH'S OF SURVIVORSHIP, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 1135 ANTIQUE LN, NORTHBROOK, IL 60062-0000.

WHEREAS, Borrower obtained a home equity line of credit 170.0 Lender, on 05/11/05, 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 0.513114211 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 \$100.000.00; and

**NEW SECURED LOAN AMOUNT: \$100,000.00** 

WHEREAS, all terms used herein and not otherwise defined shall have the meaning sat 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 fort, it the Note to \$200,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$200,000.00.
- 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.

(c) 99 - 0075

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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 ABOVE WRITTEN.  09/19/2006	RMS OF THIS AGREEMENT AS OF THE DATE FIRST  09/19/2006
Borrower: ALAN M. GOULD	Borro wer: WENDY GOULD
Borrower:	Borrower:
Property Owner Who Is Not a Borrower:	
<b>F</b>	
By signing below, you agree to the terms of this Agreement as it against the Property. You are not a "Borrower" and are no per Agreement. You agree, however, that Citibank has a claim aga Agreement.	rsonally liable for the indebtedness owed under the
	C/O
	7.0
STATE OF ILLINOIS ( )SS County of ( )	
I, the undersigned, a Notary Public in and for said County, in the St and WENDY GOULD, personally known to me to be the same per instrument, appeared before me this day in person, and acknowledg as his(her) (their) free and voluntary act, for the uses and purposes the Given under my hand and official seal, this	rson(s) whose name(s) is(are) subscribed to the foregoing ed that (s)he(they) signed sealed and delivered the said instrument
My Commission Expires: 3-14-07	Alle Valentin
OFFICIAL BEAL DIANE VALENTINE NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 3-14-2007	Notary Public

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Citibank
By: Unthea Johnson
Name: YAThia Johnson
Name:
Title: DPS MIGR
STATE OF MISSOURI } } SS:
COUNTY OF ST. LOUIS }
On this
personally came to me known, who, being by me
duly sworn, did depose and say that he/she/they is/arc 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.
1/ _ ax _ b
Notary Public
My Commission Expires: 9-29-00
The state of the s
AND MAIL MAN



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

The following described real estate:

Lot 108 in Williamsburg Square of Northbrook Unit Number 4, Being a Subdivision in the North West Quarter of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Tax Id: 04-02-110-052

Property of Cook County Clark's Office

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