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Doc#: 0702522022 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/25/2007 08:43 AM Pg: 1 of 4

Record and Return to:

Nationwide Southpointe Plaza II
380 Southpointe Blvd Suite 300
Canonsburg, Pa 15317
(800)920-0050

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

200246862

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #106103004560000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 11/13/2006, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89107 (the "Lender"), and **STEPHAN LUKASHOCK MARRIED TO SVETLANA LUKASHOCK**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 778 GREENWOOD RD, NORTHBROOK, IL 60062.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 07/26/05, 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 0520721017 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 \$128,500.00; and the new secured loan amount of \$17,800.00.

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 \$146,300.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$146,300.00.
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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- 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.

Stephan Lukashock 11/13/2006
 Borrower: **STEPHAN LUKASHOCK** _____ Borrower: _____

 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.

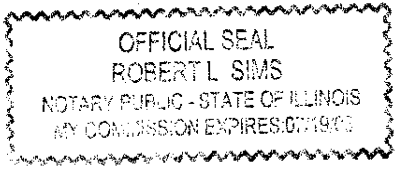
Svetlana Lukashock 11/13/2006
 SVETLANA LUKASHOCK _____

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 **STEPHAN LUKASHOCK and SVETLANA LUKASHOCK**, 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 13 day of 11, 2006

My Commission Expires: 7-19-08 Robert L Sims
 Notary Public



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Citibank

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit Manager

STATE OF MISSOURI

COUNTY OF ST. LOUIS

SS:

On this 11th day of Dec, 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) there 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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NOTE AND MORTGAGE MODIFICATION AGREEMENT RIDER A - PROPERTY DESCRIPTION

The real property in the County of Cook, State of Illinois is described as follows:

That part of Lots 23, 24 and 25 (taken as a tract) in Oliver Salinger and Company's Dundee Road acres, being a Subdivision of the East 36 rods of the West 74 rods of the South 120 rods of the Southwest 1/4 of Section 4, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Commencing a point 128.70 feet North of the South line and 41.19 feet West of the East line of tract (both right angle measure); Thence South 0 degrees, 06 minutes, 33 seconds East, a distance of 58.12 feet to a point, said point being 70.58 feet North of the South line and 40.93 feet West of the East line of said tract (both right angle measure); Thence North 89 degrees, 59 minutes, 58 seconds West, a distance of 149.93 feet thence North 8 degrees, 06 minutes, 33 seconds West, a distance of 4.12 feet; Thence North 89 degrees, 59 minutes, 58 seconds West, a distance of 53.86 feet; Thence South 89 degrees, 59 minutes, 40 seconds East, a distance of 25.51 feet to the point of beginning; Thence South 0 degrees, 03 minutes East, a distance of 37.70 feet; Thence South 89 degrees, 59 minutes, 40 seconds, a distance of 69.7 feet; Thence South 0 degrees, 03 minutes East, a distance of 20.42 feet; Thence South 89 degrees 59 minutes 40 seconds East, a distance of 18 feet, thence North 0 degrees 03 minutes West, a distance of 58.12 feet; Thence 89 degrees 59 minutes 40 seconds West, a distance of 24.97 feet to the point of beginning.

By fee simple deed from George W. Christopoulos and Cynthia Demetrius Christopoulos, his Wife, as set forth in Deed Book 7580, Page 0002 and recorded on 09/08/1999, Cook County Records.

Tax ID: 04-04-302-061-0000