



Doc#: 0703302232 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/02/2007 02:53 PM Pg: 1 of 4



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

Citibank Loan # 106092704538000

NOTE AND MORTGAGE MODIFICATION AGREEMENT

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]
THIS AGREEMENT is made and entered into this 11/08/2006, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89100 (the "Lender"), and SAMARA S SCHMIDT and ROBERT W SCHMIDT HUSBAND AND WIFE, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 1230 SPRING CREEK RD, ELGIN, IL 60120-5036.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 11/09/05, 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 0531321023 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 \$25,000.00; and the New secured loan amount \$69,400.00.

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 increase 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 \$94,400.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument shall be \$94,400.00.
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 secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and the Borrower agrees to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.

O'Connor Title Services, Inc.
162 West Hubbard Street
Chicago, IL 60610

O'Connor Title Services
7032



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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.

Samara S. Schmidt 11/08/2006
 Borrower: **SAMARA S SCHMIDT**

Robert W. Schmidt 11/08/2006
 Borrower: **ROBERT W SCHMIDT**

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)SS
 County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SAMARA S SCHMIDT and ROBERT W SCHMIDT, 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 8 day of 11, 2006.

My Commission Expires: 7-19-08

Robert L Sims
 Notary Public



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Citibank

By: Cynthia Johnson

Name: Cynthia Johnson

Title: Ops Manager

STATE OF MISSOURI

COUNTY OF ST. LOUIS

} SS:

On this 11th day of Dec, in the year 2006, before me personally came Cynthia Johnson 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

All that certain parcel of land situated in Cook County, State of Illinois, being known and designated as Lot #267 in Cobbler's Crossing Unit 108, being a subdivision of part of Section 6, Township 41 North, Range 9 East of the Third Principal Meridian in Cook County, Illinois.

Tax ID: 06-06-203-019

Property of Cook County Clerk's Office