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0705945016

Doc#: 0705945016 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/28/2007 10:35 AM Pg: 1 of 4

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

202160903

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 106091306221000

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 09/28/2006, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and TIMOTHY J JOYCE and STACI B JOYCE, A/K/A STACI B MOSKOVITZ, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 1072 WEST FRY ST, CHICAGO, IL 60622-5421.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 09/01/04, 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 473549229 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 \$75,000.00; and

New secured loan amount \$39,600.00

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 \$114,600.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$114,600.00.
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.

Staci B. Joyce 09/28/2006
 Borrower: STACI B JOYCE, A/K/A STACI B MOSKOVITZ

Timothy J. Joyce 09/28/2006
 Borrower: TIMOTHY J JOYCE

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.

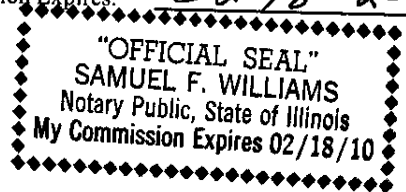
STATE OF ILLINOIS)
 County of Cook)SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that STACI B JOYCE, A/K/A STACI B MOSKOVITZ and TIMOTHY J JOYCE, 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 28TH day of SEPTEMBER 2006

My Commission Expires: 02-18-2010

Samuel F. Williams
 Notary Public





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Citibank.

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit Manager

STATE OF MISSOURI

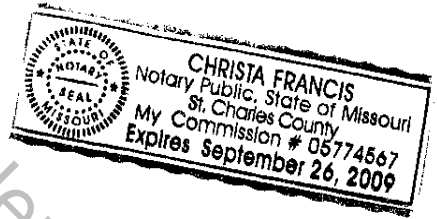
COUNTY OF ST. LOUIS

} SS:

On this 3rd day of November, 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.

[Signature]
Notary Public

My Commission Expires: 9/26/09



Property of St. Charles County Clerk's Office

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

Said Parcel described as commencing at the Southwest corner of said Tract; thence North 89 degrees 30 minutes 52 seconds East, along the South line of said Tract, 187.98 feet to the point of beginning; thence North 0 degrees 29 minutes 8 seconds West, 68 feet; thence North 89 degrees 30 minutes 52 seconds East, 17.99 feet; thence South 0 degrees 29 minutes 8 seconds East 68 feet to a point on the South line of said Tract, thence South 89 degrees 30 minutes 52 seconds West, along said South line, 17.99 feet to the point of beginning of said parcel, in Cook County, Illinois.

Tax Id: 17-05-413-053

Property of Cook County Clerk's Office