

# UNOFFICIAL COPY



0719002263

Doc#: 0719002263 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/09/2007 10:20 AM Pg: 1 of 4

Nationwide Appraisal Services  
Nationwide Centre, Suite 300  
95 West Beau Street  
Washington, PA 15301  
(800)920-0050

20310415

## NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 107020915137000

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

THIS AGREEMENT is made and entered into this 02/24/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and BENITO ZAPATA and DEBRA M ZAPATA, HUSBAND AND WIFE, AS JOINT TENANTS, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 8949 84TH ST W, JUSTICE, IL 60458-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender on 05/16/05, 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 0513626098 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 \$30,000.00; and

New secured loan amount \$19,500.00

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 \$49,500.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$49,500.00.
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.

Walter Title  
Services, Inc.

7187-0056

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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.

*Benito Zapata* 02/24/2007  
 Borrower: BENITO ZAPATA

*Debra M Zapata* 02/24/2007  
 Borrower: DEBRA M ZAPATA

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.

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

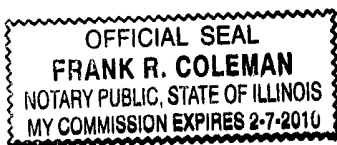
STATE OF ILLINOIS )  
 County of Will )SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BENITO ZAPATA and DEBRA M ZAPATA, 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 24<sup>th</sup> day of February 2007

My Commission Expires: 02/01/10

*Frank R. Coleman*  
 Notary Public



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Citibank, N.A.

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit manager

STATE OF MISSOURI

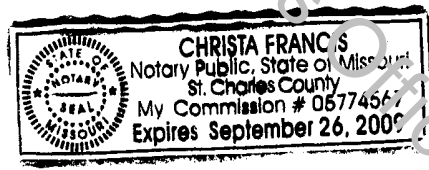
COUNTY OF ST. LOUIS

} SS:

On this 9th day of April, in the year 2007, 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 following described real estate situated in the County of Cook in the State of Illinois, to wit:

Lot 1 in Thomas Charles Resubdivision of Lot 37 in Frank Delugach's 83rd Street Acres, being a subdivision of the Northeast 1/4 of the Southeast 1/4 (except the North 100 feet of the East 272.25 feet) of Section 34, Township 38 North Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID: 18-34-401-031-0000

Property of Cook County Clerk's Office