

UNOFFICIAL COPY

9/20/81 [52

Doc#: 0720701164 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 07/26/2007 11:23 AM Pg: 1 of 4

Record and Return 70: Fisery Lending Solutions 27 Inwood Road ROCKY HILL, CT 36067

ALLETTO, SALVATORE

FLS#\_\_\_\_

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #107062611614000

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

THIS AGREEMENT is made and entered into this <u>o /10/2007</u>, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lendor"), and <u>SALVATORE J. ALLETTO</u>, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at <u>7942 164TH COURT</u>, <u>TINLEY PARK</u>, <u>IL 60477</u>.

WHEREAS, Borrower obtained a home equity line of credit from 1 coder, on 11/17/05 and recorded on 12/08/05, 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 det 2 of trust recorded as 0534249072 of the Official Records of COOK county (or if secured by a co-op, a security interest in the stock over hip of the co-op). The original Security Instrument was in the principal amount of \$65,000.00; and

WHEREAS, all terms used herein and not otherwise defined shall have the meaning see forth in the Note; and

WHEREAS, Borrower has requested that the Credit Limit set forth in the Note be increased, and I ender is willing to allow the Credit Limit to be so increased.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrov er agree as follows:

- 1. CREDIT LIMIT INCREASE. Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$113,500.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$113,500.00, an increase of \$48,500.00.
- 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.

NBS-H-MOD-000-IL ALLETTO

1 of 4

Revised 05/17/2007 ACAPS: 107062611614000

0720701164 Page: 2 of 4

# **cíti**bank®

## **UNOFFICIAL COPY**

- 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 BOXNOWER AGREE AND ACCEPT THE TE ABOVE WRITTEN.	ERMS OF THIS AGREEMENT AS OF THE DATE FIRST
photoe Julia 07/10/2007	
Borrower: SALVATORE J. ALLETTO	Borrower:
O <sub>r</sub>	The state of the s
Borrower:	Borrower:
Property Owner Who Is Not a Borrower:	
By signing below, you agree to the terms of this Agreement 25 it against the Property. You are not a "Borrower" and are not per Agreement. You agree, however, that Citibank has a claim again Agreement.	rsonally liable for the indebtedness owed under the
_	7.6
STATE OF ILLINOIS ()SS County of)	
I, the undersigned, a Notary Public in and for said County, in the Sta ALLETTO, personally known to me to be the same person(s) whos before me this day in person, and acknowledged that (s)he(they) sig and voluntary act, for the uses and purposes therein set forth.	se name(s) is(are) subscribed to the foregoing instrument, appeared
Given under my hand and official seal, this day of	July , in the year 1000.
My Commission Expires:	Notary Public Signature
OFFICIAL SEAL CHRIS MONTANA NOTARY PUBLIC, STATE OF ILLINOIS MY-COMMISSION-EXPIRES 11-20-2009	Note: Thomas and the second of

0720701164 Page: 3 of 4

# **UNOFFICIAL COPY**

## **cîtî**bank®

Citibank, N.A.
By: Grufer Laurto
Name: <u>Jennifer L Curtis</u>
Title: Unit Manager
STATE OF MISSOURI } SS:
COUNTY OF ST. LOUIS
On this 16th day of July, in the year 2007, before me
personally came <u>Jennifer L</u> <u>Curtis</u> 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/t'iey signed his/her/their name(s) there to by authority of
the board of directors of said corporation.
Notary Public
My Commission Expires:
7

0720701164 Page: 4 of 4

### **UNOFFICIAL COPY**

#### **SCHEDULE "A"**

ALL THAT REAL PROPERTY SITUATE IN COOK COUNTY AND STATE OF **ILLINOIS, DESCRIBED AS FOLLOWS:** 

UNIT 98 IN LOT 4 IN BREAKSTONE ESTATES UNIT 6, PHASE 2, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24: OF THE SOUTHEAST 1/ OF THE SOUTHWEST 1/4 OF SECTION 24; OF PART OF THE NORTHEAST % OF THE SOUTHWEST % OF SECTION 24: ALSO OF PART OF THE NORTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25; ALL IN TOWNSHIPS 36 NORTH, RANGE 12 EAST OF THE 3<sup>rd</sup> PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS DELINEATED ON SURVEY OF LOT 4, WHICH SURVEY IS ATTACHED AS EXHIBIT A-1 TO DECLARATION MADE BY BEVERLY BANK AS TRUSTEE UNDER TRUST NO. 83131, RECORDED IN OFFICE F RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 21860503, DATED APRIL 7, 1972 TOGETHER WITH AN UNDIVIDED 3.2044% INTEREST IN SAID LOT 4, AFORESAID (EXCEPTING FROM SAID LOT 4 ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEPFOF AS DEFINED AND SET FORTH IN SAID OUNT CORTES OFFICE DECLARATION AND SURVEY), ALL IN GOOK COUNTY, ILLINOIS.

7942 164<sup>th</sup> CT KNOWN:

PARCEL: 27-24-307-006-1002