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Doc#: 0721502027 Fee: \$54.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/03/2007 08:02 AM Pg: 1 of 4

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

40390017

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 107022302907000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 03/22/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and JOHN J. GUARNACCIA and ELVIRA GUARNACCIA, HIS WIFE, NOT AS JOINT TENANTS OR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 741 KENMARE DR, DES PLAINES, IL 60016-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 04/19/06, 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 0610912001 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 \$117,000.00; and THE NEW SECURED LOAN AMOUNT OF \$30,400.00.

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 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 \$147,400.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$147,400.00.
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 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.

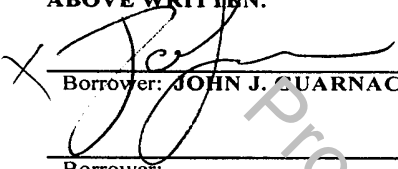
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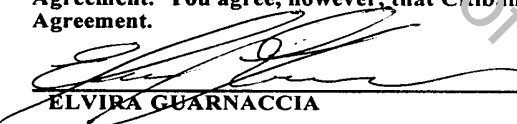
- 4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
- 5. **NON-WAIVER.** 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.

X  03/22/2007
 Borrower: **JOHN J. GUARNACCIA** 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.

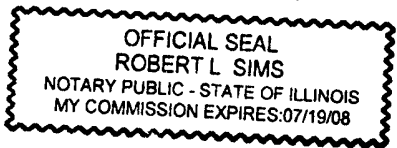
 03/22/2007
 ELVIRA GUARNACCIA _____

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 **JOHN J. GUARNACCIA and ELVIRA GUARNACCIA**, 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 22 day of 3, 2007

My Commission Expires: 7-19-08 
Notary Public





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NOTE AND MORTGAGE MODIFICATION AGREEMENT RIDER A - PROPERTY DESCRIPTION

Situated in the County of Cook, and the State of Illinois: Lot 148 in Block 2 in Kennedy's Resubdivision of part of Kylemore Green's Subdivision, being a subdivision of Lot 2 in the Northwest Water Commission Resubdivision of the Northwest Water Commission Subdivision, Document Number 26578747 of part of the West Half of Section 36, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded January 23, 1991 as Document Number 91034312 and Certificate of Correction recorded January 31, 1991 as Document Number 91046976 in Cook County, Illinois.

Tax ID: 03-36-308-080

Property of Cook County Clerk's Office



U40390017-01N104

MORTGAGE MODIFIC
LOAN# 107022302907000
US Recordings