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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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## NOTE AND MORTGAGE MODIFICATION AGREEMENT

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Property of Cook County Clerk's Office



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

20313300

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

## NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 107020604523000

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

**THIS AGREEMENT** is made and entered into this 03/02/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and CLAUDINE M TAMBUATCO, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 540 NORTH LAKE SHORE DR, 716, CHICAGO, IL 60611-0000.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender, on 03/04/05, 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 0506349042 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 \$100,000.00; and  
**New secured loan amount \$100,000.00**

**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 \$200,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$200,000.00.
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.**

Claudine M Tambuatco      03/02/2007  
 Borrower: **CLAUDINE M TAMBUATCO**      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.

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

STATE OF ILLINOIS )  
 County of Cook )SS

I, the undersigned, a Notary Public in and for said County, in the State afor said, DO HEREBY CERTIFY that **CLAUDINE M TAMBUATCO**, 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 2 day of 3, 2007

My Commission Expires: 7-19-08      Robert J. [Signature]  
 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

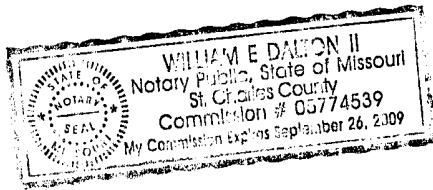
}  
} SS:

On this 19<sup>th</sup> day of March, 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.

Notary Public

My Commission Expires:

9/26/09





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## NOTE AND MORTGAGE MODIFICATION AGREEMENT RIDER A - PROPERTY DESCRIPTION

The real property in the County of Cook, City of Chicago, State of Illinois is described as follows:

Unit 716 in 540 North lake shore drive condominium as delineated on survey of Lots 29 (Except that portion taken for street purposes in Cas 82L11163) and Lot 30 and west ½ of Lot 43 in circuit court partition of the Ogden Estate Subdivision of parts of Block 20, 31 and 32 in Kinzie's addition to Chicago in the North ½ of Section 10, Township 39 North, Range 14 East of the third Principal Meridian in Cook County, Illinois which survey is attached as Exhibit 'A' to declaration of condominium ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement Dated February 11, 1980 and known as Trust number 49037 and recorded in the Office of the recorder as Document Number 92468797 and Amended by agreement recorded on January 15, 1993 as document 93038217 and August 3, 1993 as document 93604082 together with its undivided percentage interest in said parcel (Exception therefrom all property and space comprising all the units thereof as defined and set forth in said declaration and survey).

Tax ID: 17-10-211-021-1096



**U40549453-01N105**

NOTE/MTG MOD AGR  
LOAN# 107020604523000  
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