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Cook County Recorder of Deeds Date: 08/07/2007 11:36 AM Pg: 1 of 5

NOTE AND MORTAGE MODIFICATION AGREEMENT

(Document Title)

0721902275 Page: 2 of 5

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LandAmerica Lender Services/OneStop 95 West Beau St, Suite 300 Washington, PA 15301 (800)920-0050 Prepared by: Citibank / Umesha Sharma 11800 Spectrum Center Dr. Reston, Va 22090

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #107042806532000

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this <u>05/15/2007</u>, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Len ier"), and <u>CARL J GALASSI AND DIANA T. GALASSI, NOT IN TENANCY IN COMMON BUT IN JOINT TENANCY</u>, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at <u>4339 W 55TH ST, CHICAGO, IL</u> 60632-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on <u>08/14/06</u>, 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 <u>062263 105</u>, of the Official Records of <u>COOK</u> 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 <u>\$89,600.00</u>; and

NEW SECURED LOAN AMOUNT \$22,500.00

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 \$112,100.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$112,100.00.
- 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.

NBS-H-MOD-000-IL GALASSI Revised 09/27/2006 ACAPS: 107042806532000

1 of 4

0721902275 Page: 3 of 5

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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 TE ABOVE WRITTEN.	ERMS OF THIS AGREEMENT AS OF THE DATE FIRST
Borrower: CARL J GALASSI Borrower: CARL J GALASSI	Borrower:
Borrower:	Borrower:
Property Owner Who Is Not a Borrower:	
By signing below, you agree to the terms of this Agreement as a against the Property. You are not a "Borrower" and are not be Agreement. You agree, however, that Citibank has a claim again Agreement. William William O5/15/2007	rsonally liable for the indebtedness owed under the
DIANA T. GALASSI	
STATE OF ILLINOIS (STATE OF ILLINOIS County of COOK (STATE OF ILLINOIS COUNTY OF ILLINOIS COUNTY OF COOK (STATE OF ILLINOIS COUNTY OF ILLINOIS COUNTY OF COOK (STATE OF ILLINOIS COUNTY OF I	
I, the undersigned, a Notary Public in and for said County, in the Sta AND DIANA T. GALASSI, personally known to me to be the sam instrument, appeared before me this day in person, and acknowledge as his(her)(their) free and voluntary act, for the uses and purposes the	e person(s) whose name(s) is(are) subscribed to the foregoing ed that (s)he(they) signed sealed and delivered the said instrument
Given under my hand and official seal, this	4AY 2007
My Commission Expires: D2-18-20/D	Aff bill
*********	Notary Public
SAMUEL F. WILLIAMS OFFICIAL MY COMMISSION EXPIRES FEBRUARY 18, 2010	

0721902275 Page: 4 of 5

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Citibank, N.A.
By: Beinfer L Ceur to
Name: <u>Jennifer L. Curtis</u>
Title: Unit Manager
STATE OF MISSOURI
COUNTY OF ST. LOUIS SS:
On this 21 St day of May, in the year 2007, before me personally came Jennifer L Curt 15 to me known,
who, being by me duly sworn, did depose and say that he/si e/they is/are Officer(s) of Citibank herein described and which executed the foregoing instrument and that he/she/they s gn ad his/her/their name(s) there to by authority of the board of directors of said corporation.
Notary Public Office of the state of the sta
Notary Public My Commission Expires: 9/24/09
7/4
AGUIRAA E DAITON II
Secretary and continued the second secretary of the second secretary second second second second second second
WILLIAM E DALTON II Notary Public, Stale of Missouri St. Charles County Commission # 05774539

0721902275 Page: 5 of 5

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NOTE AND MORTGAGE MODIFICATION AGREEMENT RIDER A - PROPERTY DESCRIPTION

The following described Real Estate situate in the County of Cook in the State of Illinois, to wit:

Lot 3 (except the East 12.50 feet thereof) and the East 17.50 feet of Lot 4 in Block 4 in Edgerton Adam's Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID: 19-15-200-066

Or Coot County Clert's Office

U40560755-01N105

NOTE/MTG MOD AGR LOAN# 107042806532000 US Recordings

NBS-H-MOD-000-IL **GALASSI**

4 of 4

Revised 09/27/2006 ACAPS: 107042806532000