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Cook County Recorder of Deeds
Date: 08/23/2007 02:38 PM Pg: 1 of 5

NOTE AND MORTGAGE MODIFICATION AGREEMENT

(Document Title)

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LandAmerica Lender Services/OneStop
 95 West Beaver St., Suite 300
 Washington, PA 15301
 (800)920-0060

20332048

This instrument was

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

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #1070323/4506000

(PROPERTY DESCRIPTION - SEE ATTACHED RIDER A)

THIS AGREEMENT is made and entered into this 04/11/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and RANDALL K GRAY and BARBARA J GRAY, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 219 AVONDALE DR, PALATINE, IL 60067-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 06/24/05, 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 0517555029 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 \$230,000.00; and
NEW SECURED LOAN AMOUNT = 20,000.00

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 \$250,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$250,000.00.
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.

Randall K Gray 04/11/2007
 Borrower: **RANDALL K GRAY**

Barbara J Gray 04/11/2007
 Borrower: **BARBARA J GRAY**

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.

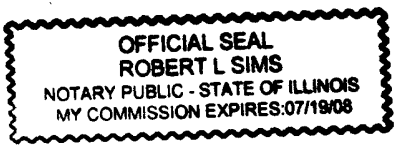
STATE OF ILLINOIS)
 County of COOK)SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **RANDALL K GRAY and BARBARA J GRAY**, 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(the*y*) 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 11 day of 4, 2007

My Commission Expires: 7-19-08

Robert L Sims
 Notary Public



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Citibank, N.A.

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit Manager

STATE OF MISSOURI

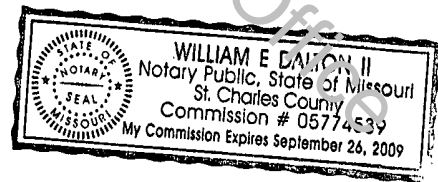
COUNTY OF ST. LOUIS

SS:

On this 16th 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.

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 Palatine, State of Illinois is described as follows:

Lot 31 in Silver Lakes Subdivision, being a Subdivision the East 1/2 of the Southwest 1/4 of Northeast 1/4 of Section 10, Township 42 North Range 10, East of the Third Principal Meridian, according to the plat recorded October 26, 1990 as Document 90524782, as corrected and amended by instrument recorded September 13, 1991 as Document Number 91476227, in Cook County, Illinois.

Tax ID: 02-10-227-002-0000



U40885001-01N105
MORTGAGE MODIFIC
LOAN# 107032304506000
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