

UNOFFICIAL COPY

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117
411 25861



Doc#: 0724701262 Fee: \$58.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/04/2007 01:41 PM Pg: 1 of 5

NOTE AND MORTGAGE MODIFICATION AGREEMENT

(Document Title)

UNOFFICIAL COPY

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

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

41125861

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #107030304413000

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 03/17/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and **EDWARD J. TISONCIK and KATHLEEN J TISONCIK, HUSBAND AND WIFE**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 405 WABASH AVE N, 4609, CHICAGO, IL 60611-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 08/11/06, 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 0622306081 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 \$149,800.00; and
New secured loan amount \$50,000.00

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 \$199,800.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$199,800.00.
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.

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 BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Edward J. Tisoncik 03/17/2007
 Borrower: EDWARD J. TISONCIK

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.

Kathleen J. Tisoncik 03/17/2007
 KATHLEEN J. TISONCIK

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 **EDWARD J. TISONCIK and KATHLEEN J. TISONCIK**, 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 31 day of 3, 2007

My Commission Expires: 7-19-08

Robert L Sims
 Notary Public

Robert L Sims





UNOFFICIAL COPY

NOTE AND MORTGAGE MODIFICATION AGREEMENT RIDER A - PROPERTY DESCRIPTION

The following described real estate, situated in the City of Chicago, Cook County, Illinois to wit:

Unit 4609 in the River Plaza Condominium as delineated on a survey of the following described real state: Lot 3, 5, 8, 15, 16, 17, 19, 20, 22, 31 to 39, Both inclusive, 41, and 44 to 48, both inclusive, in River Plaza Resubdivision of land, property and space of Lots 1 to 12 and Vacated alley in Block 5 in Kinzie's Addn to Chicago in the northwest ¼ of section 10, Township 39 north, range 14, east of the third principal, meridian in Cook County, Illinois, which survey is attached as exhibit "B" to the declaration of condominium recorded as document number 94758753 together with its undivided percentage interest in the common elements.

Tax ID: 17-10-132-037-1620



U41125861-01N105
MORTGAGE MODIFIC
LOAN# 107030304413000
US Recordings

Property of Cook County Clerk's Office

UNOFFICIAL COPY



Citibank, N.A.

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit Manager

STATE OF MISSOURI

COUNTY OF ST. LOUIS

}
} SS:
}

On this 29th day of May, in the year 2007, before me personally came Jennifer L Curtis, Unit Manager 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

William E Dalton II
9/26/09

My Commission Expires: _____

