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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/14/2007 11:04 AM Pg: 1 of 5

## NOTE AND MORTGAGE MODIFICATION AGREEMENT

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LandAmerica Lender Services/OneStop  
 600 Clubhouse Drive #200  
 Moon Township, PA 15108  
 (866)526-3261

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

**NOTE AND MORTGAGE MODIFICATION AGREEMENT**

Citibank Loan # 107102200686000

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

**THIS AGREEMENT** is made and entered into this 11/05/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender") and **FELIX J GOMEZ and TINA L GOMEZ, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **131 GRACE LN, CHICAGO HEIGHTS, IL 60411-2000**.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender, on 06/20/06, 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 0617149025 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 **\$24,000.00**; and

**NEW SECURED LOAN AMOUNT: \$15,900.00**

**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 **\$39,900.00** and to modify the Security Instrument so that the principal amount secured by the Security Instrument is **\$39,900.00**.
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.

Felix J. Gomez 11/05/2007  
 Borrower: FELIX J GOMEZ

Tina L Gomez 11/05/2007  
 Borrower: TINA L GOMEZ

Borrower:

Borrower:

**Property Owner Who Is Not a Borrower:**

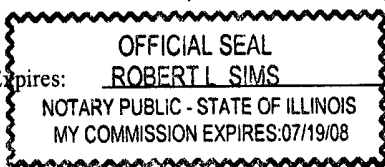
By signing below, you agree to the terms of this Agreement and it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against 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 FELIX J GOMEZ and TINA L GOMEZ, 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 5 day of 11, in the year 07.

My Commission Expires:



Robert L Sims  
 Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

THE FOLLOWING REAL ESTATE SITUATED IN COUNTY OF COOK, STATE OF ILLINOIS:

LOT 176 IN OLYMPIA TERRACE UNIT NO. 5, BEING A SUBDIVISION OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 8 AND THAT PART LYING WEST OF CENTER LINE OF RIEGEL ROAD OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 32-08-330-003



**U42917717-010P05**

NOTE/MTG MOD AGR

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