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0735815034

Doc#: 0735815034 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/24/2007 08:43 AM Pg: 1 of 5

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42976301

**NOTE AND MORTGAGE MODIFICATION AGREEMENT**

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(Document Title)

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 600 Clabhouse Drive #200  
 Moon Township, PA 15108  
 (866)526-3264

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

**NOTE AND MORTGAGE MODIFICATION AGREEMENT**

Citibank Loan #**107071621641000**

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

**THIS AGREEMENT** is made and entered into this **07/30/2007**, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and **ROBERT ICHIDA, MARRIED WHO TOOK TITLE AS DIVORCED AND NOT REMARRIED** and **JANET L ICHIDA, MARRIED WHO TOOK TITLE AS JANET L. HOSKINS, DIVORCED AND NOT REMARRIED, IN JOINT TENANCY**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **205 ARTHUR AVE W, ROSELLE, IL 60172-0000**.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender on **09/14/06**, 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 **0625755116** 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 **\$150,000.00**; 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:


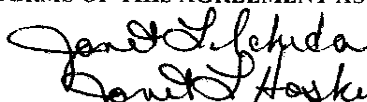
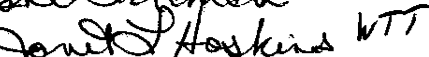
1. **CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to **\$250,000.00** and to modify the Security Instrument so that the principal amount secured by the Security Instrument is **\$250,000.00**.
2. **NO OTHER MODIFICATION.** Except as otherwise 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.**

 Borrower: <b>ROBERT ICHIDA</b>	07/30/2007	  WTT Borrower: <b>JANET L ICHIDA WHO TOOK TITLE AS JANET L. HOSKINS</b>	07/30/2007
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.

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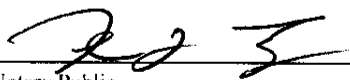
\_\_\_\_\_

STATE OF ILLINOIS )  
County of COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ROBERT ICHIDA and JANET L ICHIDA WHO TOOK TITLE AS JANET L. HOSKINS**, 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 30th day of July, 2007, in the year \_\_\_\_\_.

My Commission Expires: 1-3-2010

  
Notary Public





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

**ACAPS #: 106081405329000**

**ATC FILE #: 0084649**

**Customer Name: Robert and Janet Ichida**

### LEGAL DESCRIPTION

LOT 3 AND THE EAST 1/2 OF LOT 4 IN BLOCK 5 IN SUBDIVISION OF  
BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A  
SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION  
34, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

**P.I.N. #: 07-34-325-024**



**U42976301-010P05**

NOTE/MTG MOD AGR

US Recordings