

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 DEC 26 AM 8:41

MICHAEL A. BROWN  
RECORDER

2007 100154

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2925 Country Drive Ste 201  
St. Paul, MN 55117

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

43017768 NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 107072716016000

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 08/14/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and KEITH D NELSON and LATOYA R NELSON, HUSBAND AND WIFE (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 740 PHEASANT RUN DR, HOBART, IN 46342-0000.

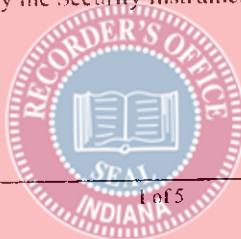
WHEREAS, Borrower obtained a home equity line of credit from Lender, on 10/21/05, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 2005093059 of the Official Records of LAKE 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 \$25,000.00; and the new secured loan amount \$12,400.00.

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 \$37,400.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$37,400.00.



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- 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.
- 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.

*Keith D. Nelson* 08/14/2007      *Latoya R. Nelson* 08/14/2007  
 Borrower: KEITH D NELSON      Borrower: LATOYA R NELSON

Borrower:

Borrower:

Property Owner Who Is Not a Borrower:

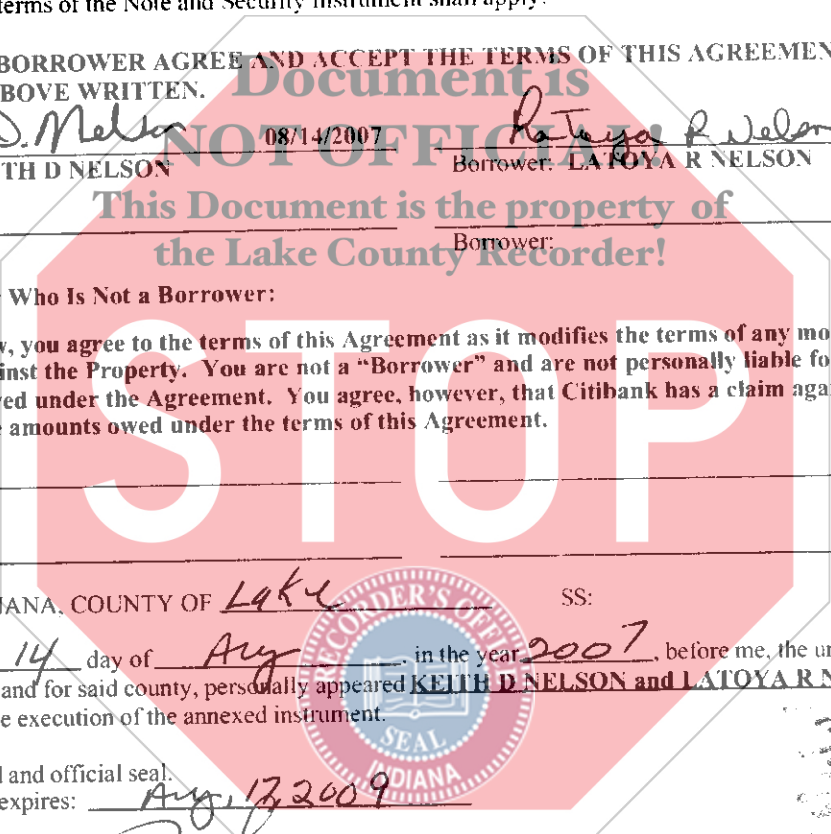
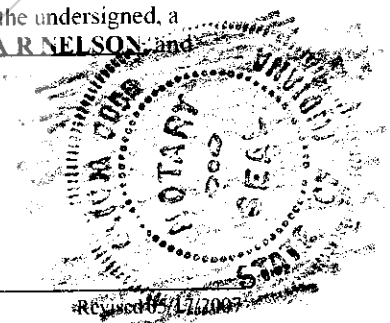
By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the Property for the amounts owed under the terms of this Agreement.

STATE OF INDIANA, COUNTY OF Lake SS:

On this 14 day of Aug, in the year 2007, before me, the undersigned, a Notary Public in and for said county, personally appeared KEITH D NELSON and LATOYA R NELSON, and acknowledged the execution of the annexed instrument.

Witness my hand and official seal:  
My commission expires: Aug. 13, 2009

*[Signature]*  
Notary Public





IF MORTGAGOR IS A TRUST: \_\_\_\_\_  
not personally but solely as trustee as aforesaid

By: \_\_\_\_\_ Title

ATTEST: \_\_\_\_\_ Title

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a  
Notary Public in and for said county, personally appeared \_\_\_\_\_  
and acknowledged the execution of the annexed instrument.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



Citibank, N.A.

By: *Robert Whay*

Name: ROBERT WHAY

Title: VICE PRESIDENT

STATE OF MISSOURI }

} SS:

COUNTY OF ST. LOUIS }

On this 19th day of NOVEMBER, in the year 2007, before me personally came ROBERT WHAY to me known, who, being by me duly sworn, did depose and say that he/she/they are Officer(s) of Citibank herein described and which executed the foregoing instrument and that he/she/they signed it/s/their name(s) there to by authority of the board of directors of said corporation.

*[Signature]*  
Notary Public Roy D. Greer  
My Commission Expires: April 9, 2011

"NOTARY SEAL"  
Roy D. Greer, Notary Public  
St. Charles County, State of Missouri  
My Commission Expires 4/9/2011  
Commission Number 07532742

PREPARED BY: UMESHA SHARMA / CITIBANK, 11800 SPECTRUM CENTER DR.  
RESTON, VA 22090

"I AFFIRM, UNDER THE PENALTIES, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

*[Signature]* 12-18-07  
MAIPALO

LEGAL DESCRIPTION

EXHIBIT A

THE FOLLOWING PROPERTY IN THE COUNTY OF LAKE AND STATE OF INDIANA:

LOT 114 IN HIDDEN LAKE UNIT 3, IN THE CITY OF HOBART, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 87, PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, IN.

SUBJECT TO RESTRICTION RESERVATIONS, EASEMENT, CONVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.



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NOTE/MTG MOD AGR

US Recordings

