



WHEN RECORDED RETURN TO:



GREEN SIDNEY

Rocky Hill, CT 06067

Record and Return To:
Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06067

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #105072806564000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 09/02/2005, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and **SIDNEY GREEN and GAYLE GREEN**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **76 HAWTHORN ST, BIRMINGHAM, AL 35242**.

WHEREAS, Borrower obtained a home equity line of credit from Lender on 07/21/04, recorded on 08/05/04, 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 20040805000438850 of the Official Records of **SHELBY** 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 \$50,000.00; and

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 \$86,400.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$86,400.00.
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.

"MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS
\$86,400.00"

20051205000627800 2/7 \$158.60
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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.

Borrower: SIDNEY GREEN

09/02/2005

Borrower: GAYLE GREEN

09/02/2005

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 ALABAMA, COUNTY OF SHELBY SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **SIDNEY GREEN and GAYLE GREEN** whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he(she)(they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of September, 2005.

My Commission Expires: 04-17-2007

Cheryl M. Smith
Notary Public Signature

STATE OF ALABAMA, COUNTY OF SHELBY) SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that on _____ came before me the within named **GAYLE GREEN** known to me to be the wife of the within named **SIDNEY GREEN** who being examined separate and apart from the husband touching her signature to the within named Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and official seal, this _____ day of _____.

My Commission Expires: _____

Notary Public Signature



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IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____ Title _____

STATE OF ALABAMA, COUNTY OF SHELBY) SS:

The foregoing instrument was acknowledged before me a Notary Public in and for said County, in the Commonwealth aforesaid this _____ by _____ of _____ (name of corporation), a _____ corporation on behalf of the corporation.

Attest: _____ Title: _____

My Commission Expires: _____ Notary Public Signature _____

citibank®

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Citibank, F.S.B.

By: Cynthia Johnson

Name: CYNTHIA JOHNSON

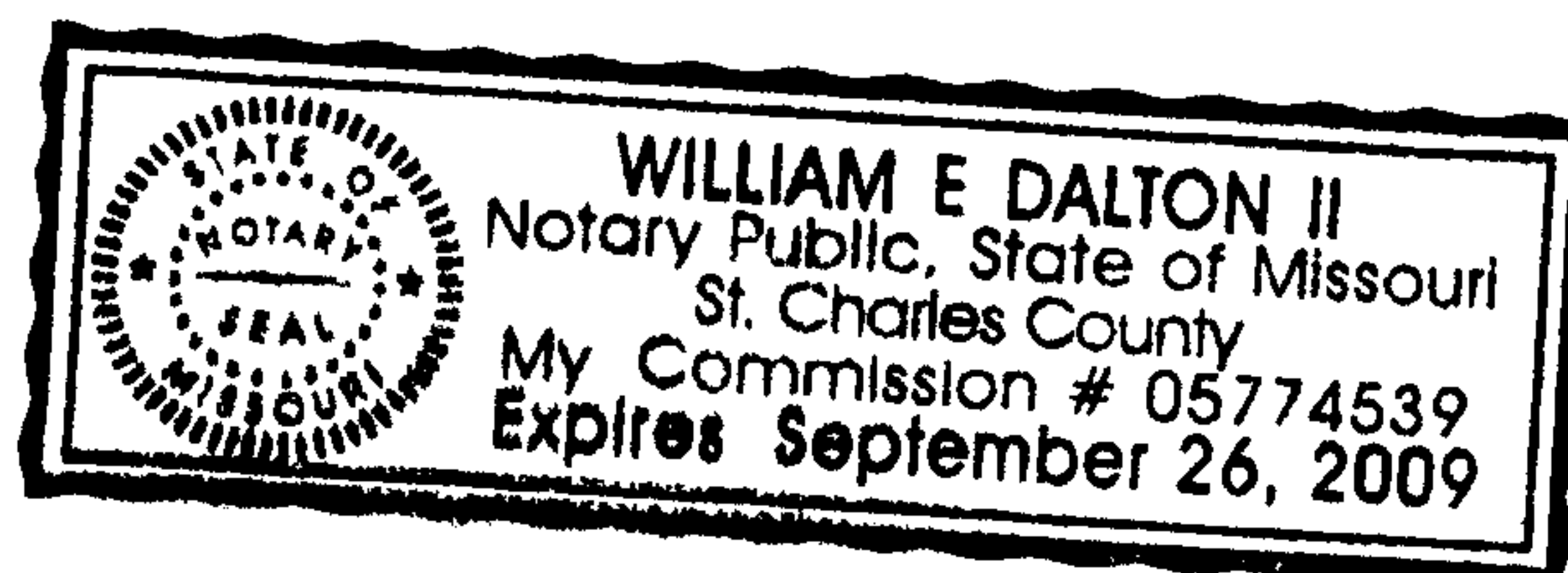
Title: Ops Mgr

STATE OF Missouri }
COUNTY OF ST. LOUIS } SS:

On this 5TH day of OCT, in the year 2005, before me
personally came CYNTHIA JOHNSON 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.

[Signature]
Notary Public Signature

My Commission Expires: September 26 2009




[Signature]



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NOTE AND MORTGAGE MODIFICATION AGREEMENT
RIDER A – PROPERTY DESCRIPTION

F210B206


20051205000627800 7/7 \$158.60
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SCHEDULE A

THE PROPERTY IS CONVEYED WITH ALL RIGHTS, PRIVILEGES AND APPURTENANCES AND SUBJECT TO ALL EASEMENTS, ENCROACHMENTS, RESTRICTIONS AND RESERVATIONS AS OF RECORD MAY APPEAR.

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN SHELBY COUNTY, ALABAMA:

LOT 7-21 ACCORDING TO THE SURVEY OF MT LAUREL, PHASE 1A, AS RECORDED IN MAP BOOK 27, PAGE 72 A & B IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PREMISES CONVEYED TO SIDNEY GREEN BY DEED FROM TOWN BUILDERS, INC., DATED 4/25/02 AND RECORDED 4/30/02 IN THE SHELBY COUNTY CLERK'S OFFICE AT INSTRUMENT# 2002-202270, IN THE CITY OF BIRMINGHAM AND STATE OF ALABAMA.

TITLE HELD BY: SIDNEY GREEN

APN / PARCEL #: 092031002036000