



20061204000586110 1/6 \$42.05
Shelby Cnty Judge of Probate, AL
12/04/2006 12:21:33PM FILED/CERT



Record and Return to:

Nationwide Southpointe Plaza II
380 Southpointe Blvd Suite 300
Canonsburg, Pa 15317
(800)920-0050

20197915

Prepared by:

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

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #106081720715000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 08/31/2006, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and KAYE L HOWARD, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 4506 ENGLEWOOD RD, HELENA, AL 35080-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 11/08/04, 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 20041109000617550 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 \$33,500.00; and the new secured loan amount of \$10,700.00.

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 \$44,200.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$44,200.00.
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.



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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.



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

Kaye L. Howard 08/31/2006
Borrower: KAYE L HOWARD

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.

STATE OF ALABAMA, COUNTY OF JEFFERSON ~~SHELBY~~ SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

KAYE L. HOWARD
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 31ST day of AUGUST, 2006

My Commission Expires: 8/15/2007

[Signature]
Notary Public [Print Name]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 15, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 _____

known to me to be the wife of the within named _____,

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 [Print Name]



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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



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Citibank,

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit Manager

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

On this 3rd day of November, in the year 2006, before me
personally came Jennifer L Curtis 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.

Christa Francis
Notary Public

My Commission Expires: 09/26/09





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

The following described real estate, situated in Shelby County, Alabama, to wit:

Lot 9, in Block 3, according to the Survey of Plantation South, Second Sector, Phase No. 1, as recorded in Map Book 9, page 115, in the Office of the Judge of Probate of Shelby County, Alabama; being situate in Shelby County, Alabama.

Tax Id: 135221001005034