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

42861089 **NOTE AND MORTGAGE MODIFICATION AGREEMENT**

Citibank Loan # 107082000601000

Exhibit D
[PROPERTY DESCRIPTION – SEE ATTACHED ~~RIDER A~~]

THIS AGREEMENT is made and entered into this 09/04/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and **JOHN GRAHAM and LAURA M. GRAHAM** (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 2134 BROOK HIGHLAND RDG, BIRMINGHAM, AL 35242-0000.

Husband and wife

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 08/16/05, 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 20050816000422260 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 \$150,000.00; and **NEW SECURED LOAN AMOUNT \$93,100.00**

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 \$243,100.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$243,100.00.
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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Shelby Cnty Judge of Probate, AL
12/11/2007 01:59:59PM FILED/CERT



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.

09/04/2007
Borrower: JOHN GRAHAM

Borrower:

09/04/2007
Borrower: LAURA M. GRAHAM

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

John Graham
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 04 day of Sept, in the year 2007

My Commission Expires: 05/06/10

Bona Brown
Bona Brown Notary Public [Print Name]

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 04 day of Sept, in the year 2007 came before me the within named
Laura M Graham known to me to be the wife of the within named
John Graham

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 04 day of Sept, in the year 2007

My Commission Expires: 05/06/10

Bona Brown
Bona Brown Notary Public [Print Name]



20071211000559660 4/5 \$162.65
Shelby Cnty Judge of Probate, AL
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citibank[®]

Citibank, N.A.

By: *Robert Whay*

Name: ROBERT WHAY

Title: VICE PRESIDENT

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

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 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.

Notary Public *James C. Rensing*

My Commission Expires: 12/26/2009

"NOTARY SEAL"
James C. Rensing, Notary Public
St. Louis County, State of Missouri
My Commission Expires 12/26/2009
Commission Number 05399746

20071211000559660 5/5 \$162.65
Shelby Cnty Judge of Probate, AL
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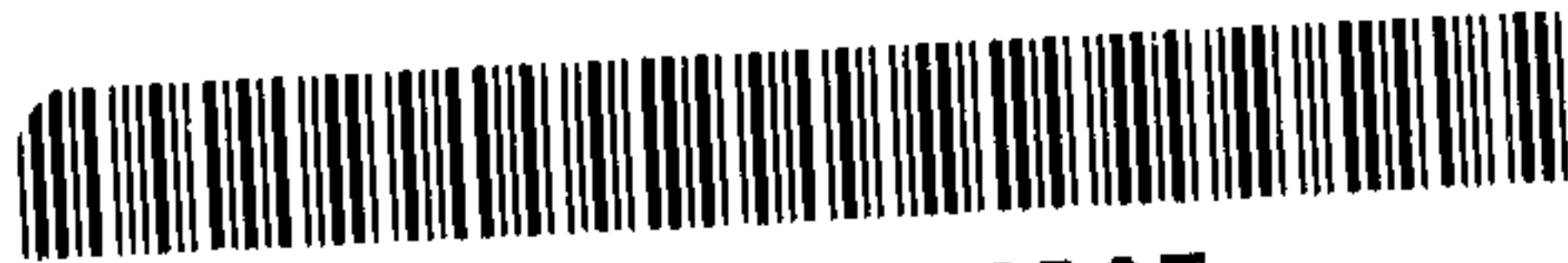
EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 2114 ACCORDING TO THE SURVEY OF BROOK HIGHLAND AND EDDLEMAN COMMUNITY 21ST SECTION PHASE II AS RECORDED IN MAP BOOK 18 AND PAGE 129 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

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

BEING THE SAME PREMISES CONVEYED TO JOHN GRAHAM AND LAURA M. GRAHAM BY DEED FROM RONALD B BRANDON AND LINDA D BRANDON HUSBAND AND WIFE DATED 07/14/2004 AND RECORDED 07/26/2004 IN THE SHELBY COUNTY CLERK'S OFFICE AT INSTRUMENT # 20040726000414210 IN THE CITY OF BIRMINGHAM AND STATE OF ALABAMA.



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NOTE/MTG MOD AGR

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5