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

43662463

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #107122712733000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 01/10/2008, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and **DAVID L GRAHAM WHO TOOK TITLE AS DAVID L. GRAHAM GRAHAM AND BRIDGET H GRAHAM, HUSBAND AND WIFE** (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **2013 BROOK HIGHLAND RIDGE, BIRMINGHAM, AL 35242-0000**.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 05/18/06, 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 20060518000237210 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 \$64,400.00; and **NEW SECURED LOAN AMOUNT OF \$61,700.00**

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 \$126,100.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$126,100.00.
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.



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

David L. Graham who took title as
David L. Graham Graham 01/10/2008
Borrower: DAVID L GRAHAM WHO TOOK
TITLE AS DAVID L GRAHAM GRAHAM

Borrower:

Bridget H. Graham 01/10/2008
Borrower: BRIDGET H 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 David L. Graham who took title as David L. Graham 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 10 day of January, in the year 2008

My Commission Expires: 05/06/10
Bonnie 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 10 day of January, in the year 2008 came before me the within named Bridget H. Graham known to me to be the wife of the within named David L. Graham who took title as David L. Graham 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 10 day of January, in the year 2008

My Commission Expires: 05/06/10
Bonnie Brown
Notary Public [Print Name]

20080208000053870 4/6 \$118.55
Shelby Cnty Judge of Probate, AL
02/08/2008 01:26:41PM FILED/CERT



IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____

Title

STATE OF ALABAMA, COUNTY OF _____) 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



20080208000053870 5/6 \$118.55
Shelby Cnty Judge of Probate, AL
02/08/2008 01:26:41PM FILED/CERT

Citibank, N.A.

By: _____

Monica Bitzer

Name: MONICA BITZER

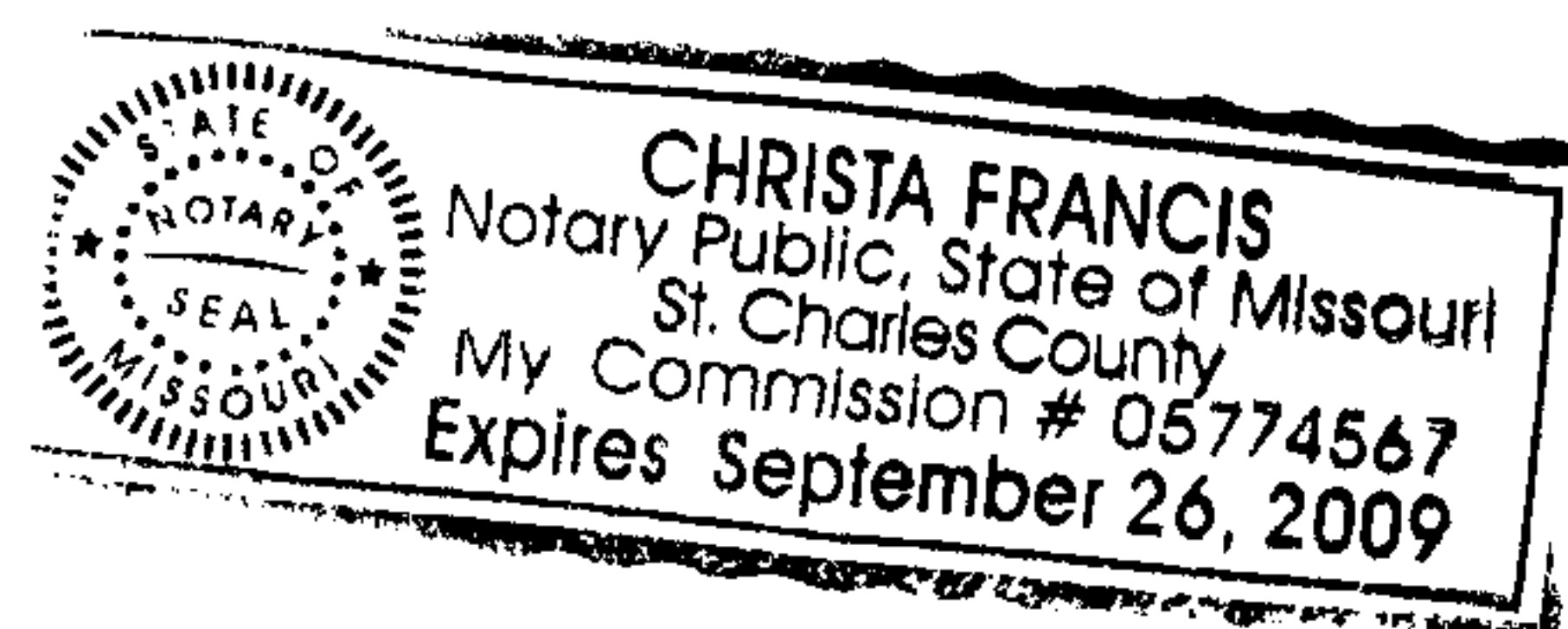
Title: UNIT MANAGER

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

On this 22nd day of JANUARY, in the year 2008, before me personally came Monica Bitzer to me known, who, being by me duly sworn, did depose and say that he/she/thy is/are Officer(S) of Citibank herein described and which executed the foregoing instrument and that he/she/they signed his/her/their names(s) there to by authority of the board of directors of said corporation.

Notary Public

My Commission Expires: 1/26/09



20080208000053870 6/6 \$118.55
Shelby Cnty Judge of Probate, AL
02/08/2008 01:26:41PM FILED/CERT



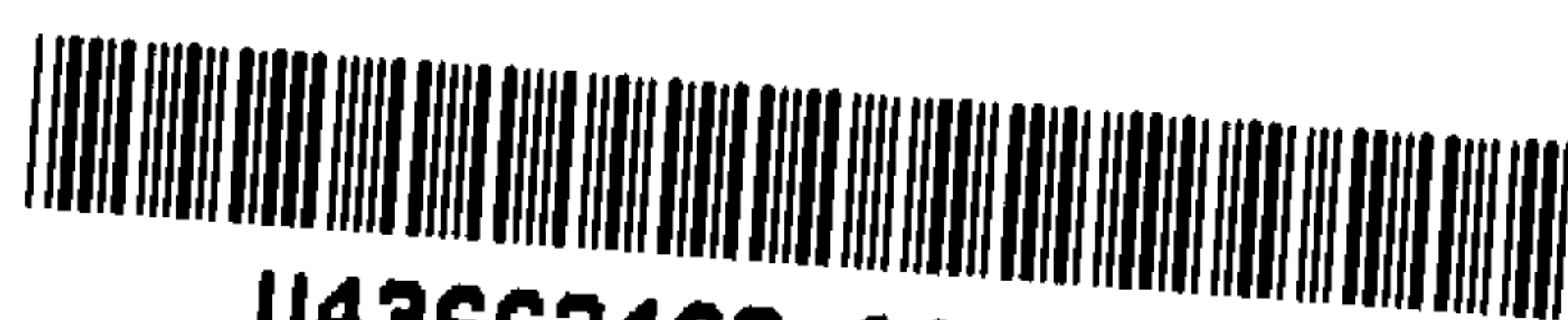
**NOTE AND MORTGAGE MODIFICATION AGREEMENT
RIDER A – PROPERTY DESCRIPTION**

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

LOT 2033, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 20TH SECTOR, RECORDED IN MAP BOOK 16 PAGE 148, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2013 BROOK HIGHLAND RD

PARCEL: 03-9-30-0-002-001.034



U43662463-010P06
NOTE/MTG MOD AGR

US Recordings