



PS 8/10/07 11:00:05
BK 2,770 PG 525
DESOTO COUNTY, MS
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Prepared by:
Citibank / Umesha Sharma
11800 Spectrum Center Dr.
Reston, Va 22090
636-261-4666

4084-1966

20358418

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 107050807771000

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 05/22/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and **BRETT CURTIS and WIFE, SARA CURTIS, AS TENANTS BY THE ENTIRETY WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 7118 GROVE PARK COVE, OLIVE BRANCH, MS 38654-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 06/19/06, 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 2498-589 of the Official Records of **DESOTO** 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 \$10,000.00; and **New secured loan amount \$50,000.00**

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 \$60,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$60,000.00.
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.



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

Brett Curtis 05/22/2007
Borrower: BRETT CURTIS

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.

SARA CURTIS 05/22/2007
SARA CURTIS SC

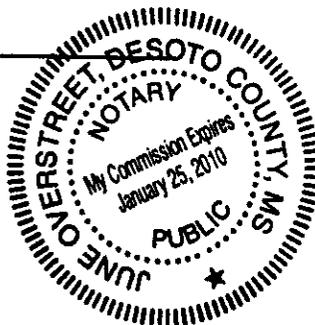
STATE OF MISSISSIPPI)SS:
County of Desoto

Personally appeared before me, the undersigned authority in and for said County and State on this 5-22-2007 within my jurisdiction, the within named BRETT CURTIS and SARA CURTIS, who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

June Overstreet
Notary Public

My Commission expires: Jan. 25, 2010

Affix Official Seal, if applicable



IF TRUSTOR IS A TRUST: _____
not personally but solely as trustee as aforesaid

By: _____
Title



Citibank, N.A.

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit Manager

STATE OF MISSOURI

COUNTY OF ST. LOUIS

}
} SS:
}

On this 29th day of May, in the year 2007, 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: 9/26/09





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

Situated in the County of Desoto, and State of Mississippi; Lot 48, Section "A", Eastover Subdivision, located in Section 29, Township 1 South, Range 6 West, Desoto County, Mississippi, as recorded in Plat Book 13, Page 32, in the office of the Chancery Clerk of Desoto County, Mississippi.

Tax ID: 1069 29050 0004800



U40647968-04N105

MODIFIC AGREEMEN
LOAN# 107050807771000
US Recordings