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CITIBANK



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2002-01-28 09:46:25

Cook County Recorder 29.50



MAIL TO



PREPARED BY:

Record and Return to:

Citibank

P.O. Box 700021 - M.S. 321

St. Louis, MO 63179-0021

Attn.: Document Collection

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

COOK COUNTY

RECORDER

EUGENE "GENE" MOORE

ROLLING MEADOWS

Citibank Loan # 445043724

Tax I.D. No.:

THIS AGREEMENT is made and entered into this November 9, 2001, by and between **Citibank, F.S.B.** ("Lender"), whose principal place of business is 399 Park Avenue, New York, NY 10022, and **Joan Coyne and David Coyne** ("Borrower") residing at 2444 W. 103rd Street, Chicago, IL 60655. *Property address*

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 4/1/1992, evidenced by an Equity Source Account® Agreement and Disclosure ("Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or Deed of Trust recorded in Book Document #92216562, Page of the Official Records of **Cook** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). Original mortgage was in the amount of \$20,000.00; and

WHEREAS, Borrower desires to extend its ability to draw funds and make advances under the Loan and Lender is willing to allow Borrower to extend its "draw" period and make advances under the Loan and:

WHEREAS, Borrower now desires to: A) extend the maturity date of the Note and Security Instrument, if any, until 3/30/2027; and B) otherwise modify the terms of said Loan in accordance with the terms specified below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrowers agree as follows:

1. Borrower and Lender hereby agree to extend the maturity date of the Note and Security Instrument until 3/30/2027.
2. Lender agrees that Borrower may extend the period of time during which it may request advances and write checks to be honored against Borrower's credit limit contained in the Note (the "draw period") for an additional five (5) years from the date the draw period originally ended.
3. Borrower and Lender agree that due to this 5 year extension of the time to receive advances or write checks against Borrower's credit limit contained in the Note, the conversion to a repayment of the amount borrowed or a balloon payment required or any combination thereof will now be required at the end of this extended 5 year period.
4. Except for the extension of this "draw period" on the Note and the extension outlined above in the Security Instrument (if any) all other terms and conditions of the Note and Security Interest shall remain unchanged and in full force and effect.

0020636

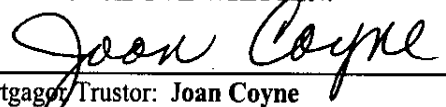

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- 5. **SECURITY INSTRUMENT.** Lender and Borrower agree the Security Instrument described above, if any, will continue to secure all obligations to Lender under the Note as Modified by this Agreement. Nothing in this Agreement will affect or impair Lenders 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. In addition, borrower authorizes Lender to sign documents in Borrower's name and to file and/or record such documents as appropriate to protect and preserve Lender's security interest.
- 6. **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.
- 7. **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.
- 8. **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 to the Loan.

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


 Mortgage/Truster: Joan Coyne
 
 Mortgage/Truster: David Coyne

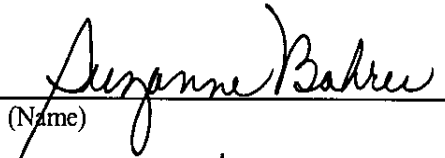
_____ Mortgage/Truster: _____
 _____ Mortgage/Truster: _____

THE BENEFICIARY SHOWN BELOW AGREES TO THIS NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT:

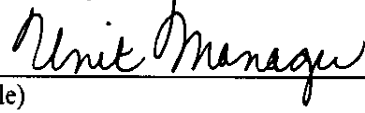
Dated: November 9, 2001

Beneficiary: Citibank, F.S.B.

By: Citibank



 (Name)



 (Title)



UNIFORM ACKNOWLEDGMENT

(For Use on Documents Being Acknowledged Inside of New York State)

STATE OF NEW YORK }
COUNTY OF } s.s.

On the ___ day of ___, in the year ___, before me, the undersigned, a Notary Public in and for said State, personally appeared ___, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he(he)(she)(they) executed the same in his (her)(their) capacity(ies), and that by his(her)(their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed this instrument.

Notary Public

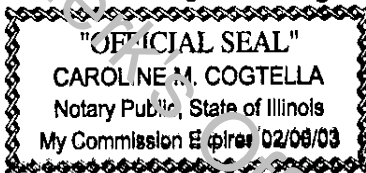
UNIFORM ACKNOWLEDGMENT

(For Use on Documents Being Acknowledged Outside of New York State)

STATE, DISTRICT OF COLUMBIA, TERRITORY, POSSESSION OR FOREIGN COUNTRY }

On the 9th day of November, in the year 2001, before me, the undersigned, personally appeared Joan Coyne, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he(he)(she)(they) executed the same in his (her)(their) capacity(ies), that by his(her)(their) signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Ill. City of Cook. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Signature and office of individual taking acknowledgment

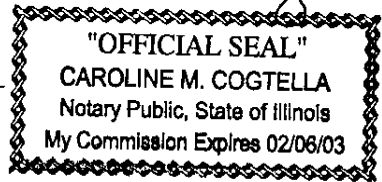


State of Ill }
County of Cook } SS:

On this 9th day of November, in the year 2001, before me personally came Joan Coyne, to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 2444 W. 103 St, Chicago, Ill, that he/she/they is/are the 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 of Notary Public

My Commission Expires: 2/6/03



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State of Missouri)
) SS:
County of St. Louis)

On this 7th day of December, in the year 2007, before me personally came Suzanne Baker to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 15857 Clayton Rd Ballwin Mo that he/she/they is/are the 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.

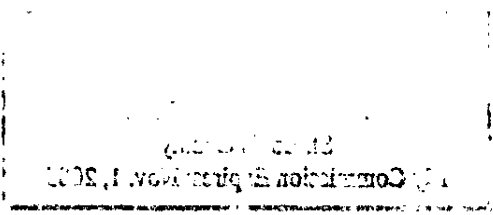
Carla Morris
Notary Public

My Commission Expires: November 1, 2005

CARLA MORRIS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Nov. 1, 2005

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Property of Cook County Clerk's Office



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AMERICAN TITLE CORPORATION
 27990 Converse Road ♦ Island Lake, IL 60042
 (847) 487-9200 ♦ fax (847) 487-9753

AMORTIZATION SEARCH**ACAPS #:** 101110105165000**ATC FILE #:** 0020636**Customer Name:** Joan and David Coyne**Grantees of Last Recorded Conveyance (Legal Vesting):**

David F. Coyne and Joan Coyne, his wife, in Joint Tenancy with right of survivorship

Encumbrances and Liens:

1. Mortgage dated March 18, 1992 and recorded April 1, 1992 as Document Number 92216562 made by David F. and Joan Coyne to Citibank to secure an indebtedness of \$25,000.

Said lien has been subordinated to the lien of the mortgage recorded as document 92216562 by instrument recorded as Document 94066361.

2. Mortgage dated January 7, 1994 and recorded January 20, 1994 as Document Number 94066360 made by David F. and Joan Coyne to Amber Mortgage to secure an indebtedness of \$58,000.

Assignment of said mortgage to GMAC Mortgage recorded as document 00368295.

Taxes:

Permanent Index Number: 24-12-437-029-0000

The 1999 taxes are \$1,902.67 and are paid.

The First Installment of the 2000 taxes are \$933.64 and are paid.

The Second Installment of 2000 taxes are \$969.03 and are due November 1, 2001.

Legal Description:

LOT 15 IN BLOCK 4 IN O'RUETER AND COMPANY'S BEVERLY HILLS ADDITION, A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT RECORDED MY 5, 1923 AS DOCUMENT 7916570, IN COOK COUNTY, ILLINOIS.

PIN# 24-12-437-029-0000