

# UNOFFICIAL COPY

0020337973

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2002-03-26 06:54:10  
Cook County Recorder 27.50

Record and Return to:

Citibank

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

St. Louis, MO 63179-0021

Attn.: Document Collection



MAIL TO



0020337973

## NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

Citibank Loan # 4445018264

Tax I.D. No.:

THIS AGREEMENT is made and entered into this September 10, 2001, by and between Citibank, F.S.B. ("Lender"), whose principal place of business is 399 Park Avenue, New York, NY 10022, and Francis X. Brougham and Val Brougham ("Borrower") residing at 970 Hassell Rd., Hoffman Estates, IL 60195. *Property address*

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 10/9/1991, 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 # 91528548, 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 \$25,000.00 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 10/30/2026; 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 10/30/2026.
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.

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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.

*Francis X. Brougham*      *Val Brougham*  
 Mortgagor/Trusor: Francis X. Brougham *B625-2594-114 EX 5-22-03*      Mortgagor/Trusor: Val Brougham *B625-8604-27B EX 4-20-03*

\_\_\_\_\_  
 Mortgagor/Trusor: \_\_\_\_\_ Mortgagor/Trusor: \_\_\_\_\_

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

Dated: September 10, 2001

Beneficiary: Citibank, F.S.B.

By: Citibank

 *Suzanne Bolter*  
 PREPARED BY (Name) \_\_\_\_\_

*Unit Manager*  
 \_\_\_\_\_  
 (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

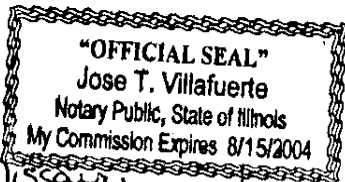
UNIFORM ACKNOWLEDGMENT

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

STATE, DISTRICT OF COLUMBIA, TERRITORY, POSSESSION OR FOREIGN COUNTRY }
STATE OF ILL. } s.s.
COUNTY OF COOK }

On the 17th day of Sept, in the year 2001, before me, the undersigned, personally appeared FRANCIS + VAL BROUGHAN, 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 COUNTY OF COOK STATE OF ILL.

(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).



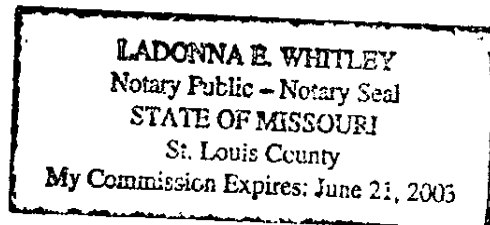
Signature and office of individual taking acknowledgment

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

On this 3 day of October, in the year 2001, before me personally came Suzanne Bohrer, 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.

Signature of Notary Public

My Commission Expires: \_\_\_\_\_



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FIRST AMERICAN TITLE INSURANCE COMPANY  
100 North La Salle, Suite 300, Chicago Il 60602

ALTA Commitment  
Schedule C

File No.: C71584

**LEGAL DESCRIPTION:**

LOT 1 IN BLOCK 243 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXXI,  
BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 4, TOWNSHIP 41  
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE  
OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS.

P.I. # 07-04-106-001

Property of Cook County Clerk's Office