

# UNOFFICIAL COPY

**CITIBANK**®



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Citibank  
P.O. Box 700021 - M.S. 321  
St. Louis, MO 63179-0021  
Attn.: Document Collection

## ***NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT***

Citibank Loan #4445975876

Tax I.D. No.:

**THIS AGREEMENT** is made and entered into this June 7, 2002, by and between Citibank, F.S.B. ("Lender"), whose principal place of business is 399 Park Avenue, New York, NY 10022, and John De Leonardis and Carol J. De Leonardis ("Borrower") residing at 1645 Sequoia Trail, Glenview, IL 60025.

**WHEREAS**, Lender and Borrower entered into an Equity Source Account® ("Loan") on 10/13/1992, 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 Instrument #92760539, 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 \$50,000.00; 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 10/30/2027; 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 10/30/2027.
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.

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Cook County Recorder

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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.

John De Leonardis  
Mortgagor/Trutor: John De Leonardis

Carol J. De Leonardis  
Mortgagor/Trutor: Carol J. De Leonardis

\_\_\_\_\_  
Mortgagor/Trutor:

\_\_\_\_\_  
Mortgagor/Trutor:

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

Dated: June 7, 2002

Beneficiary: Citibank, F.S.B.

By: Citibank

Mia Tubby  
(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)(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

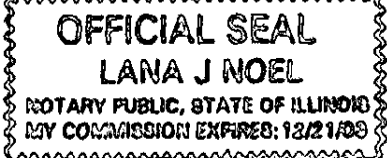
(For Use on Documents Being Acknowledged Outside of New York State)

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

DUPAGE COUNTY } s.s.

On the 20th day of June, in the year 2002, before me, the undersigned, personally appeared John + CAROL PALANCIK 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)(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 OAK BROOK, IL

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



Signature and office of individual taking acknowledgment

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

On this 24 day of June, in the year 2002, before me personally came Mia Mitchell, to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 15451 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.

Notary Public

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

KEVIN S. KUBERSKI
Notary Public - State of Missouri
County of St. Charles
My Commission Expires Jun. 7, 2005

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## General Text Addendum

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS.

LOT 10 IN BLOCK 2 IN TALL TREES UNIT ONE, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THAT CERTAIN PIECE OR PARCEL OF LAND KNOWN AS 1645 SEQUOIA TRAIL, IN THE TOWN OF GLENVIEW, IN THE COUNTY OF COOK AND STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED 12/12/91 IN THE COOK COUNTY CLERKS OFFICE IN THE INSTRUMENT # 91653390.

TITLE HELD BY: JOHN A DELEONARDIS AND CAROL J DELEONARDIS

CLIENT FILE #: 102060301908000

ILS FILE #: C1551380

Property of Cook County Clerk's Office

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