

THIS INSTRUMENT PREPARED BY:

VISHAL ARORA
Citibank
P.O. Box 790017, MS 221
St. Louis, MO 63179



Send Tax Statements to:

James and Maureen Downs
10 East Schiller
Chicago, IL 60610

Tax I.D. No: 07-03-102-037-1022
Citibank Loan # 4445054226

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this January 31, 2002, by and between Citibank, F.S.B. ("Lender"), whose principal place of business is 399 Park Avenue, New York, NY 10022, and James Downs and Maureen Downs ("Borrower") residing at 10 East Schiller, Chicago, IL 60610.

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 6/1/1992, 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 Instrument # 92438187, 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 \$433,500.00; 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 6/30/2027; 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 6/30/2027.
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.



DOWNES, JAMES C.

Record and Return To:
Integrated Loan Services
31 Inwood Rd
Rocky Hill, Ct 06867

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UNOFFICIAL COPY



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.


Mortgagor/Trustor: JAMES DOWNS


Mortgagor/Trustor: MAUREEN DOWNS

Mortgagor/Trustor:

Mortgagor/Trustor:

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

Dated: January 31, 2002

Beneficiary: Citibank, F.S.B.

By: Citibank



(Name)



(Title)

30334043

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.

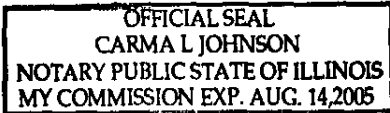
Notary Public

UNIFORM ACKNOWLEDGMENT

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

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

On the 7th day of February, in the year 2002, before me, the undersigned, personally appeared JAMES AND MAUREN DOWNS, 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 Chicago, Illinois, USA. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).



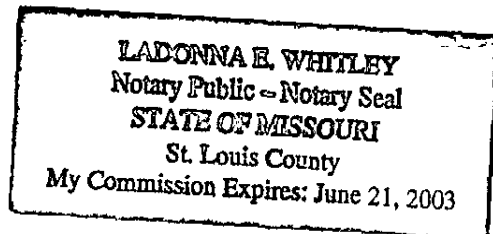
Carma L Johnson
Signature and office of individual taking acknowledgment

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

On this 19 day of February, in the year 2002, before me personally came ___, to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 15857 Clayton Blvd. 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: _____



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General Text Addendum

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1:

UNIT NUMBER 10-1E IN THE 1411 STATE PARKWAY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE;

LOTS 23 AND 27, BOTH INCLUSIVE IN BLOCK 3 IN CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION, BEING A SUBDIVISION OF THE NORT 18.83 CHAINS OF FRACTIONAL SECTION 1, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25368070 TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

PARKING SPACE NO. P-5 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 25368070.

THE PREMISES ARE SUBJECT TO ALL THE TERMS, CONDITIONS, AGREEMENTS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN THE ASSOCIATION'S DECLARATION , BY-LAWS, AND EXHIBITS AS AMENDED OR SUPPLEMENTED THERETO

SAID UNIT IS CONVEYED TOGETHER WITH A - PERCENT UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES AS SET FORTH IN THE MASTER DEED.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGOR BY DEED DATED 11/18/87 AND RECORDED IN THE COOK COUNTY CLERKS OFFICE IN INSTRUMENT #87644282.

TITLE HELD BY: JAMES C. DOWNS AND MAUREEN C. DOWNS

CLIENT FILE #: 10201170589 000

ILS FILE #: C0174751

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Property of Cook County Clerk's Office