UNOFFICIAL COP 334072 5719/0058 41 001 Page 1 of

2003-03-11 09:15:48

Cook County Recorder

32.50

THIS INSTRUMENT PREPARED BY: VISHAL ARORA Citibank P.O. Box 790017, MS 221 St. Louis, MO 63179

0030334072

Send Tax Statements to: Erle W. and Pamela Lair 1168 Cherry Street Winnetka, 1L 60093

Tax I.D. No: 15-20-116-004 Citibank Loan # 4445067881

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this March 15, 2002, by and between Citibank, F.S.B. ("Lender"), whose principal place of business is 399 Park Avenue, New York, NY 10022, and Erle W. Lair and Pamela Lair ("Borrower") residing at 1168 Cherry Street, Winnetka, IL 60093.

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 7/15/1992, evidenced by an Equity Source Account® Agreement and Disclosure ("Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage on Deed of Trust recorded in Instrument # 92515975, 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 \$90,000.00; and

WHEREAS, Borrower desires to extend its ability of draw funds and make advances under the Loan and Lender is willing to allow Borrower to extend its "draw" period 2.10 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 7/30/2027; 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 7/30/2027.
- 2. Lender agrees that Borrower may extend the period of time during which it may request a vances 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.

LAIR, ERLE W

Record and Return To: Integrated Loan Services 31 Inwood Rd Rocky Hill, Ct 06067

30334072

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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-WAVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, ar y t iture modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Sec ait / Instrument.
- 8. **OTHER TERMS.** If my 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 BORRO DATE FIRST ABOVE		CCEPT THE TERMS OF THIS AGREEMENT AS OF THE		
Eleco o	Lai	Jamela Vair		
Mortgagor/Trustor: Erle W. Lair		Mortgagor/Trustor: Pamela Lair		
		Donala Jair		
Mortgagor/Trustor:		Mortgagor/Trustur:		
THE BENEFICIARY S AND EXTENSION AG		EES TO THIS NOTE ANT MORTGAGE MODIFICATION		
Dated:	March 15, 2002	<u>'S</u>		
Beneficiary:	Citibank, F.S.B.	<u>O</u>		
Ву:	Citibank	ne Boller		
	(Name) (Title)	Managu		
	(True)	Ų		

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UNIFORM ACKNOWLEDG	GMENT		
(For Use on Documents Being	g Acknowledged]	Inside of New York St	tate)
STATE OF NEW YORK	}		
COUNTY OF	} s.s.		
On the day of		, in the year	, before me, the undersigned, a Notary, idence to be the individual(s) whose name(s)
Public in and for said State, per	sonally appeared _		,
personally known to me or pro	oved to me on the l	basis of satisfactory ev	idence to be the individual(s) whose name(s)
			that he(she)(they) executed the same in his
			strument, the individual(s) or the person upon
behalf of which the individual(s) acted, executed th	us instrument.	
		Notary Public	
90		rioury rubite	
0.			
UNIFORM ACKNOWLEDG	MENT		
(For Use on Documents Being			
STATE, DISTRICT OF COLU		ORY, POSSESSION O	R FOREIGN COUNTRY }
) S.S.		
On the day of	0	in the year	, before me, the undersigned, personally
appeared			, octore me, are undersigned, personally
personally known to me or pro	oved to me on the l	basis of satisfactory ev	idence to be the individual(s) whose name(s)
is(are) subscribed to the with	in instrument and	acknowledged to me	that he(she)(they) executed the same in his
			ument, the individual(s), or the person upon
			such individual made such appearance before
the undersigned in the			er place the acknowledgment was taken).
(insert the city or other political	subdivision and in	e state or country or str	er place the acknowledgment was taken).
		Signature and offic	e of individual taking acknowledgment
		•	
			'
State of	}		`S _
Country of	} SS:		
County of	}		V/Sc.
On this 18/4 day of M	arch	in the vear) before me personally came nown, who, being by me duly swore, did
East buil amp Pane	la Lair	to me k	nown, who, being by me duly swen, did
depose and say that he/she/they	resides at <u>165</u>	CLONY ST. U	nown, who, being by me duly swon, did (METKa, IL, 60093 which executed the foregoing instrument; and
that he/she/they is/are the Office	cer(s) of Citibank,	herein described and v	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.
		11/1/	
		- 11/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1	<u>. —</u>
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My Commission Expires: 5	125/2004		
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OFFICIAL SEAL
Michael P. Carey
Notary Public, State of Illinois
My Commission Expires May 25, 2004

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Property of Cook County Clerk's Office

"Cl. 4CIAL SEAL"

Notery Facile, State of Elingic

My Geoders for Expires May Let. 2" D4

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State of Missouri	
Country of St. LOUIS	
On this 19 cay of March in the year 2002 before me personally of	:2004
depose and say that hersherthey rusides at 15951 About On Rd Ballium Mo that hersherthey sustain of Oktobank, herein described and which executed the foregoing instrum	
and that he/she/they signed his/her/their admets) there to by authority of the board of directors of said	-
carporation.	ယ
My Commission Expired:)334072
C A COUNTY OF THE COUNTY OF TH	7 25
C'RLA MORRIS Notary Public - Notary Seal	
STATE OF MISSOURI	1
St. Lou's County My Commission Expire. Nov. 1, 2005	

UNOFFICIAL COPY FILE NO. C06603241 Page #6

General Text Addendum

THAT CERTAIN PIECE OR PARCEL OF LAND KNOWN AS 1168 CHERRY STREET, IN THE TOWN OF WINNETKA, IN THE COUNTY OF COOK, AND STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED IN THE COOK COUNTY CLERKS OFFICE IN INSTRUMENT #0010985964.

TITLE HELD BY:

ERLE W. LAIR AND PAMELA W. LAIR

CLIENT FILE #:

102030600745000

ILS FILE #:

C0660324

Property of Cook County Clerk's Office