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2003-03-11 08:42:06

Cook County Recorder 30.50

THIS INSTRUMENT PREPARED BY:

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



0030334032

Send Tax Statements to:

Clarence H. and Leta L. Haut
108 Audrey Lane
Mount Prospect, IL 60056

Tax I.D. No: 08-10-203-008
Citibank Loan # 4445066487

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this March 5, 2002, by and between Citibank, F.S.B. ("Lender"), whose principal place of business is 399 Park Avenue, New York, NY 10022, and Clarence H. Haut and Leta L. Haut ("Borrower") residing at 108 Audrey Lane, Mount Prospect, IL 60056.

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 8/5/1992, 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 # 92578244, 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 \$78,500.00; 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 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 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.



HAUT, CLARENCE H.

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

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CITIBANK 

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.

Richard D. Haut P.O.A.
Mortgagor/Trustor: Clarence H. Haut

Leta L. Haut
Mortgagor/Trustor: Leta L. Haut

Mortgagor/Trustor:

Mortgagor/Trustor:

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

Dated: March 5, 2002

Beneficiary: Citibank, F.S.B.

By: Citibank

Suzanne Bohrer
(Name)

Unit Manager
(Title)

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UNIFORM ACKNOWLEDGMENT

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

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

30334032

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

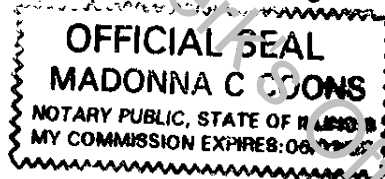
(For Use on Documents Being Acknowledged Outside of New York State)

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

On the 11th day of MARCH, in the year 2002, before me, the undersigned, 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), 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 MOUNT PROSPECT, ILLINOIS.
(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Madonna C Coons
Signature and office of individual taking acknowledgment

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



On this 12 day of March, in the year 2002, before me personally came Suzanne Borrer, to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 15851 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]
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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General Text Addendum

THAT CERTAIN PIECE OR PARCEL OF LAND KNOWN AS 108 AUDREY LANE, IN THE TOWN OF MOUNT PROSPECT, 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 #0010294134.

TITLE HELD BY: CLARENCE HENRY HAUT AND LETA L. HAUT

CLIENT FILE #: 102022501204000

ILS FILE #: C0561406

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Property of Cook County Clerk's Office

Integrated Loan Services, Inc.