

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

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



Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 04/29/2003 09:26 AM Pg: 1 of 4

Send Tax Statements to:

Edward C. and Justine Johnson  
1044 Sweetflower Drive  
Hoffman Estates, IL 60194

Tax I.D. No: 07-17-111-030  
Citibank Loan # 445093068

## NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

**THIS AGREEMENT** is made and entered into this October 10, 2002, by and between **Citibank, F.S.B.** ("Lender"), whose principal place of business is 399 Park Avenue, New York, NY 10022, and **Edward C. Johnson and Justine Johnson** ("Borrower") residing at 1044 Sweetflower Drive, Hoffman Estates, IL 60194.

**WHEREAS**, Lender and Borrower entered into an Equity Source Account® ("Loan") on 2/17/1993, 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 # 93123309, 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 \$52,550.00; 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 2/28/2028; 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 2/28/2028.
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.



Record and Return To:  
Integrated Loan Services  
31 Inwood Road  
Rocky Hill, CT 06067  
JOHNSON, EDWARD C &

S/ES  
B  
M

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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.**

Edward C. Johnson  
Mortgagor/Trustor: **Edward C. Johnson**

Justine Johnson  
Mortgagor/Trustor: **Justine Johnson**

\_\_\_\_\_  
Mortgagor/Trustor:

\_\_\_\_\_  
Mortgagor/Trustor:

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

Dated: October 10, 2002

Beneficiary: Citibank, F.S.B.

By: Citibank

[Signature]  
(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.

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

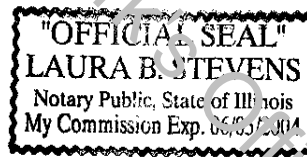
### UNIFORM ACKNOWLEDGMENT

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

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

On the 14 day of OCTOBER, in the year 2002, before me, the undersigned, personally appeared EDWARD AND JUSTINE JOHNSON, 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 Schaumburg IL USA.  
(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Laura B. Stevens  
Signature and office of individual taking acknowledgment



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

On this 21 day of October, in the year 2002, before me personally came Mia T. Mitchell, to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 15801 Clayton Rd Ballwin Mo 63011 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.

J.S. Hamann  
Notary Public

My Commission Expires: \_\_\_\_\_  
J. S. HAMANN  
Notary Public - State of Missouri  
County of St. Louis  
My Commission Expires: 03/22/2003

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## General Text Addendum

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COOK COUNTY, ILLINOIS, TO-WIT:

PARCEL 1:

AREA 14 SUB AREA B IN CASEY FARMS UNIT TWO SUBDIVISION, BEING A SUBDIVISION OF APRT OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FOURTH AND DEFINED IN THE DECLARATION RECORDED OCTOBER 31, 1990 AS DOCUMENT # 90532380.

THE PROPERTY IS CONVEYED WITH ALL RIGHTS, PRIVILEGES AND APPURTENANCES AND SUBJECT TO ALL EASEMENTS, ENCROACHMENTS, RESTRICTIONS AND RESERVATIONS AS OF RECORD MAY APPEAR.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGOR BY DEED DATED 2/6/92 , AND RECORDED 3/17/92 AS INSTRUMENT # 92175398 IN THE COOK COUNTY CLERK'S OFFICE.

TITLE HELD BY: EDWARD C. JOHNSON AND JUSTINE DOW JOHNSON

CLIENT FILE #: 102092607094000

ILS FILE #: C2730589

A.P.N #: 07-17-111-030

Property of Cook County Clerk's Office