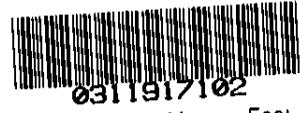


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THIS INSTRUMENT PREPARED BY:

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



Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 04/29/2003 09:28 AM Pg: 1 of 5

Send Tax Statements to:

John E. Horn and Helen E. Kelley
6612 Linden Drive
Oak Forest, IL 60452

Tax I.D. No: 28-18-212-005
Citibank Loan # 44,5079159

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this September 4, 2002, by and between **Citibank, F.S.B.** ("Lender"), whose principal place of business is 399 Park Avenue, New York, NY 10022, and **John E. Horn and Helen E. Kelley** ("Borrower") residing at 6612 Linden Drive, Oak Forest, IL 60452.

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 11/16/1992, 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 # 92-852794, 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 \$25,000.00; 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 11/30/2027; 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 11/30/2027.
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.



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

Syed
S. M. Syed
M. Syed

UNOFFICIAL COPY

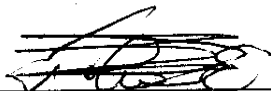



5. **SECURITY INSTRUMENT.** Lender and Borrower agree the Security Instrument described above, if any, will continue to secure all obligations to Lender under the Note as Modified by this Agreement. Nothing in this Agreement will affect or impair Lenders security interest in, or lien priority on, the 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.


 Mortgageor/Trustor: **John E. Horn**

 Mortgageor/Trustor: **Helen E. Kelley**

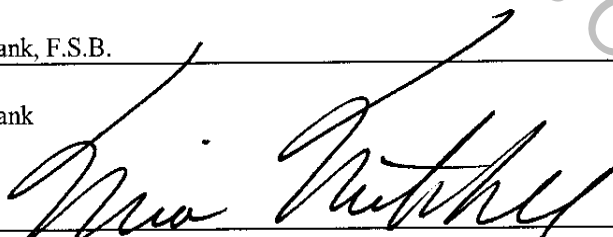

 Mortgageor/Trustor: _____
 
 Mortgageor/Trustor: _____

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

Dated: September 4, 2002

Beneficiary: Citibank, F.S.B.

By: Citibank



 (Name)

Unit Manager

 (Title)

Patricia K. Grabs
Notary Public



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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)(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 _____ day of _____, in the year _____, 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 _____ (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Signature and office of individual taking acknowledgment

State of ILLINOIS }
County of COOK } SS:

On this 6 day of SEPTEMBER, in the year 2002, before me personally came JOHN F. HORN & HELEN E. KELLS, to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 6612 LINDEN DRIVE, DAN FORT, IL 60452 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.

Patricia K. Grabs

Notary Public

My Commission Expires: August 10, 2005



UNOFFICIAL COPY



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)(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 _____ day of _____, in the year _____, 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 _____
(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

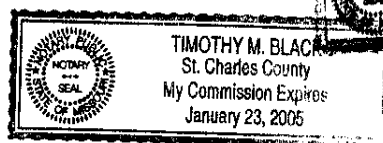
Signature and office of individual taking acknowledgment

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

On this 7 day of November, in the year 2002, before me personally came Mica Mitchell 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.

Timothy M. Black
Notary Public Timothy M. Black

My Commission Expires: 1-23-05



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Schedule A

THAT CERTAIN PIECE OR PARCEL OF LAND KNOWN AS 6612 LINDEN DRIVE, IN THE TOWN OF OAK FOREST, IN THE COUNTY OF COOK, AND STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED ON 12/20/84 IN THE COOK COUNTY CLERK'S OFFICE IN INSTRUMENT# 27379781

TITLE HELD BY: JOHN E. HORN AND H. ELIZABETH KELLEY

CLIENT FILE #: 102081603173000

ILS FILE #: C2310905

Property of Cook County Clerk's Office