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Doc#: 0334533131
Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
Date: 12/11/2003 10:02 AM Pg: 1 of 4

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

MODIFICATION OF EQUITY SOURCE ACCOUNT LOAN AGREEMENT AND MORTGAGE

THIS AGREEMENT is made October 15, 2003, BRUCE HORWITZ AND MARLA HORWITZ AS JOINT TENANTS, whose address is 4115 N HARVARD AVE; ARLINGTON HEIGHTS, ILLINOIS 60004 ("Borrower"), and Citibank, F.S.B. whose address is 12855 North Outer Forty Drive, St. Louis, Missouri 63141 ("Lender").

WHEREAS, Borrower executed and delivered to Lender an Equity Source Account Loan Agreement and Disclosure Statement (the "Loan Agreement"), dated JULY 3, 1997 which Loan Agreement is secured by a Mortgage (the "Mortgage"), dated JULY 3, 1997 and recorded JULY 10, 1997, DOCUMENT NO. 97496752 among the Land Records of COOK, County, ILLINOIS, conveying the following described property located in COOK County:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, the Loan Agreement provides for a revolving line of credit and designated a Credit Limit of \$225,000.00, which sum is referred to in the Mortgage as the Maximum Principal Balance; and

WHEREAS, the parties desire to decrease the amount of the Credit Limit:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and in consideration of Ten Dollars (\$10.00) and other valuable consideration each to the other in hand paid, receipt of which is acknowledged, the parties mutually agree as follows:

FIRST: The Loan Agreement and the Mortgage are modified to decrease the amount of the Credit Limit and Maximum Principal Balance to TWO HUNDRED FOUR THOUSAND Dollars (\$204,000.00)

SECOND: Nothing in this Agreement shall be deemed to constitute a novation, release or extinguishment of the indebtedness evidenced by the Loan Agreement, or to affect or impair the lien of the Mortgage or its position as to all other liens and interests.

THIRD: All terms, covenants and obligations of the Loan Agreement, as amended, are ratified and affirmed and shall remain in full force and effect and shall continue to be secured by the Mortgage, as amended. All terms, covenants and obligations of the Mortgage, as amended, are ratified and affirmed and shall remain in full force and effect and shall continue to secure the Loan Agreement, as amended.

IN TESTIMONY WHEREOF, on the day and year first written above, Borrower has executed this Agreement and Lender has caused this Agreement to be executed by, X CAROLYN J. KING, its Vice President, and its corporate seal to be affixed and appoints said Vice President its true and lawful attorney in fact to acknowledge and deliver this modification agreement as its act and deed.

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MODIFICATION OF EQUITY SOURCE ACCOUNT

Bruce Horwitz (SEAL)
BRUCE HORWITZ

Marla Horwitz (SEAL)
MARLA HORWITZ

Carly King (SEAL)
Acknowledgment

____ (SEAL)
Acknowledgment

STATE of IL)
CITY/COUNTY of Cook)

ss:

I hereby certify that, on this 15th day of 10, 03, before me a Notary Public in and for the jurisdiction named above, personally appeared Carly King, known to me or satisfactorily proven to me to be the person(s) named as the **Borrower(s)** in the above instrument and acknowledged that he/she/they executed it for the purposes therein contained.

Witness my signature and Notary Seal:

Joseph W. Kuhn
Notary Public

My Commission Expires: _____

"OFFICIAL SEAL"
JOSEPH W. KUHNEN
Notary Public
State of Illinois
My Comm Expires 05/07/07

Lender:

The undersigned certifies that this Mortgage and Loan Modification Agreement was prepared by Citibank, F.S.B.

Carly King
Name: Carly J. King
Title: Vice President

STATE of _____)
CITY/COUNTY of _____)

ss:

I, a Notary Public in and for the jurisdiction shown above, certify that, on October 15, 2003, Carly King personally appeared before me and signed this Modification Agreement for the purposes indicated. I also certify that he/she is known to me, or was satisfactorily proven to me, to be an **officer of Citibank, F.S.B.** who is duly authorized to bind Citibank to the Modification Agreement by his or her signature.

Witness my signature and Notary Seal:

Kelly M. Wanta
Notary Public

My Commission Expires: _____


KELLY M WANTA
NOTARY PUBLIC STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXPIRES DEC. 12, 2004

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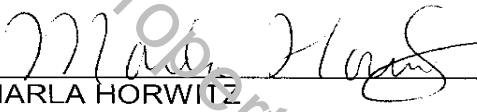
EQUITY SOURCE ACCOUNT (ESA) LINE REDUCTION

Your Equity Source Account (ESA) which is currently held by Citibank, will need to be reduced in order to meet underwriting guidelines. The maximum amount which you can currently draw against your line is \$225,000.00. The new maximum amount which will be available to you after this modification will be \$204,000.00.

By signing below you are authorizing Citibank, F.S.B. to reduce your Equity Source Account and agree to sign the Modification Agreement at closing.

X 

BRUCE HORWITZ

X 

MARLA HORWITZ

Property of Cook County Clerk's Office

UNOFFICIAL COPY**STREET ADDRESS:** 4112 N. HARVARD AVENUE**CITY:** ARLINGTON HTS.**COUNTY:** COOK**TAX NUMBER:** 03-06-107-001-0000**LEGAL DESCRIPTION:**

THAT PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 6, 307.74 FEET NORTHERLY OF THE INTERSECTION OF SAID LINE WITH THE CENTER LINE IN NICHOLS ROAD (SAID QUARTER SECTION LINE BEARING NORTH 00 DEGREES 21 MINUTES 54 SECONDS EAST); THENCE NORTH 80 DEGREES 54 MINUTES 35 SECONDS WEST, A DISTANCE OF 389.70 FEET; THENCE NORTH 63 DEGREES 26 MINUTES 54 SECONDS WEST, A DISTANCE OF 89.44 FEET; THENCE NORTH 84 DEGREES 03 MINUTES 11 SECONDS WEST, A DISTANCE OF 193.04 FEET; THENCE SOUTH 19 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 235.98 FEET; THENCE NORTH 65 DEGREES 15 MINUTES 07 SECONDS WEST, A DISTANCE OF 296.20 FEET; THENCE NORTH 07 DEGREES 39 MINUTES 43 SECONDS WEST, A DISTANCE OF 225.01 FEET; THENCE NORTH 26 DEGREES 10 MINUTES 07 SECONDS EAST A DISTANCE OF 129.25 FEET; THENCE NORTH 50 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 159.93 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 84.85 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 38 DEGREES 54 MINUTES 10 SECONDS EAST, A DISTANCE OF 169.70 FEET; THENCE SOUTH 80 DEGREES 05 MINUTES 38 SECONDS, A DISTANCE OF 237.98 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 05 SECONDS EAST, A DISTANCE OF 317.72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 199.00 FEET; THENCE SOUTH 09 DEGREES 17 MINUTES 57 SECONDS EAST, A DISTANCE OF 173.28 FEET; THENCE SOUTH 26 DEGREES 14 MINUTES 55 SECONDS EAST, A DISTANCE OF 404.74 FEET; THENCE SOUTH 43 DEGREES 52 MINUTES 36 SECONDS WEST, A DISTANCE OF 180.35 FEET; THENCE NORTH 80 DEGREES 54 MINUTES 35 SECONDS, WEST, A DISTANCE OF 116.63 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS