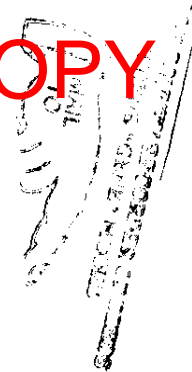


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Doc#: 0510412071
Eugene "Gene" Moore Fee: \$54.50
Cook County Recorder of Deeds
Date: 04/14/2005 09:40 AM Pg: 1 of 4



Citibank®

Record and Return to:



STROUD, KENNETH W

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

Attn.: Document Administration

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

Property of Cook County Clerks Office

Citibank Ref # 104120107636000

Tax I.D. No.: 12-24-212-015-0000

THIS AGREEMENT is made and entered into this 12/29/2004, by and between Citibank, F.S.B. ("Lender"), whose principal place of business is 11800 Spectrum Center Drive, Reston, VA 22090, and Kenneth W Stroud and Valarie Stroud ("Borrower") residing at 3835 North Osceola Avenue, Chicago, IL 60634.

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 05/08/1998, 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 Book Instrument# 95302313, Page of the 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 \$20,000.00; 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 04/11/2030; 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 04/11/2030.
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 59 months from the date the draw period ended.
3. Borrower and Lender agree that due to this 59 month 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 59 month period.
4. Except for the extension of the 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.

Noncompliant

53.00

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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.

<u>Kenneth W. Stroud</u>	<u>12/30/07</u>	<u>Valarie Stroud</u>	<u>12-30-07</u>
Mortgagor/Truster:	Date	Mortgagor/Truster:	Date
Kenneth W Stroud		Valarie Stroud	

_____	_____	_____	_____
Mortgagor/Truster:	Date	Mortgagor/Truster:	Date

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

Dated: 1/5/05

Beneficiary: Citibank, F.S.B.

By: Citibank

Jo Ann Bibb

(Name)

JO ANN BIBB
Supervisor
Citi Home Equity
1000 Technology Drive/MS 761
O'Fallon, MO 63304-2260
636-261-4862
GEID #0005036183

(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)(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 }

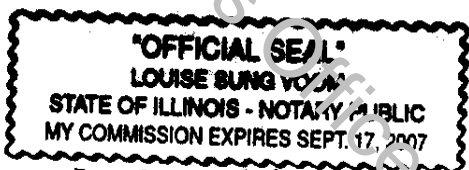
IL }
Cook } s.s.

On the 30 day of December, in the year 2004, before me, the undersigned, personally appeared Kenneth W. Stroud and Valerie A. Stroud, 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 Citibank Elk Grove Village, Illinois (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Louise Sung Yoon

Signature and office of individual taking acknowledgment

State of Missouri }
Illinois }
County of St. Louis } s.s.



On this 5th day of January, in the year 2005, before me personally came J. Ann Bibb, to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 1001 Technology Dr. 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.

KJ

Notary Public

My Commission Expires: 12/30/05

KEVIN GEHRING
Notary Public - State of Missouri
County of St. Louis
My Commission Expires Dec. 30, 2005

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SCHEDULE "A"

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

LOT 62 IN VOLK BROTHERS FIRST ADDITION TO SHAW ESTATE, BEING A SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1924, AS DOCUMENT NUMBER 82 42 972, IN COOK COUNTY, ILLINOIS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

TITLE HELD BY: KENNETH W. STROUD AND VALARIE A. STROUD

PARCEL: 12-24-212-015-0000

Cook County Clerk's Office