



Doc#: 0622227018 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/10/2006 09:20 AM Pg: 1 of 6

Prepared by and



Record and Return To:
Fiserv Lending Solutions
27 Inwood Road
CHICAGO TITLE & TRUS ROCKY HILL, CT 06067

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

Citibank Loan #105100405999000

THIS AGREEMENT is made and entered into this 10/11/2005, by and between Citibank, F.S.B. ("Lender"), whose principal place of business is 11800 Spectrum Center Drive, Reston, VA 22090, and Chicago Title and Trust, successor to Lasalle bank, successor to Central National Bank in Chicago ("Borrower") residing at 3355 S Wallace St, Chicago, IL 0616 * as Trustee under Trust Agreement No. 10-22632-08 dated August 18, 1977.

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 02/21/1996, 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 Inst # 96134821, 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 \$160,000.00; 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 02/09/2031; 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 02/09/2031.
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.

44.50

Handwritten signatures and initials on the right margin.

UNOFFICIAL COPY

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LA SALLE BANK, N.A. UNDER TRUST NO. 22632 ATTACHED TO AND MADE A PART OF THAT NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT to CITIBANK

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 05-04-06

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally

By: *[Signature]*
Assistant Vice President



State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this date: May 4, 2006



[Signature]
Notary Public

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MAY 04 2006

DATE: May 4, 2006

This is to certify that the above is a true and correct copy of the original as filed.
CHICAGO TITLE LAND TRUST COMPANY

CHICAGO TITLE LAND TRUST COMPANY
181 W. Madison, 17th Floor, Chicago, IL 60602

By: [Signature]

LETTER OF DIRECTION

DO NOT USE THIS FORM FOR A TRUSTEE'S DEED. The appropriate form will be issued upon request.

NOTE: An extra copy of each document to be signed should be included for the Trustee.

TRUSTEE: You are hereby authorized and directed to execute the following described document(s) in your capacity as Trustee under your Trust No. 10-22632-08 dated August 18, 1977.

DESCRIPTION OF DOCUMENT(S): enclosed

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

Please execute in duplicate with notary.

Will Be Picked Up By: Attorney John J. Turner Phone No.: 312-264-6010
OR
Mail To: _____

In making this direction, the undersigned certify and warrant that all of the allegations, representations and certifications set forth in the document(s) hereinabove referred to are true and correct statements.
The undersigned affirm(s) that all beneficiaries of the above-mentioned trust were living at the date the direction was executed and delivered to Chicago Title Land Trust Company.

[Signature]
Signature of Beneficiary
PAULINE B. WONG

Signature of Beneficiary

Signature of Beneficiary

CONSENT OF COLLATERAL ASSIGNEE (If Applicable):

Assignee: [Signature] CITI BANK F.S.B.
Its: Peter A. Cleveland, Loan Officer
Name and Title

FOR OFFICE USE ONLY

LT Acct # _____ Category _____ Doc. Date _____ Administrator _____

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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.

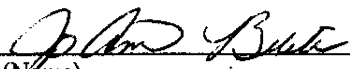
Mortgagor/Trustor:	Date	Mortgagor/Trustor:	Date
Chicago Title Land Trust Company, as successor Trustee as aforesaid			
SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE			
Mortgagor/Trustor:	Date	Mortgagor/Trustor:	Date

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

Dated: 6/1/04

Beneficiary: Citibank, F.S.B.

By: Citibank



(Name)

JO ANN BIBB
Supervisor
Citi Home Equity
1000 Technology Drive/MS 761
O'Fallon, MO 63304-2240
636-261-4562
GEID #0005026193

(Title)

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

SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE

TRUSTEE

UNIFORM ACKNOWLEDGMENT

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

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

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 1st day of June, in the year 2006, before me personally came Jo Ann Bibb, to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 1000 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.

[Signature]
Notary Public

My Commission Expires: 12/29/09

KEVIN GEHRING
Notary Public - State of Missouri
My Commission Expires December 30, 2009
St. Louis County
Commission #05399909

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SCHEDULE "A"

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

LOTS 106 THROUGH 112 INCLUSIVELY AND THE SOUTH 4' OF LOT 113 IN ASSESSORS DIVISION OF BLOCK 11 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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

TITLE HELD BY: CENTRAL NATIONAL BANK IN CHICAGO, A CORPORATION DULY ORGANIZED AND EXISTING AS A NATIONAL BANKING ASSOCIATION UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND DULY AUTHORIZED TO ACCEPT AND EXECUTE TRUST WITHING THE STATE OF ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT, DATED THE 18TH DAY OF AUGUST, 1977, AND KNONW AS TRUST NUMBER 22632

PARCEL: 1733122021

Cook County Clerk's Office