



Doc#: 0622227029 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/10/2006 09:25 AM Pg: 1 of 4

Prepared by and



DURANSO, DONALD C

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

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

Citibank Ref #106052613956000

THIS AGREEMENT is made and entered into this 06/20/2006, by and between Citibank (West), FSB ("Lender"), whose principal place of business is One Sansone Street, San Francisco, CA 94104, and Donald C Duranso Or His Successors In Interest As Trustee Of The Donald C. Duranso Revocable Trust U/D Dated April 21, 1998 As To An Undivided One Half (1/2) Interest And Eileen B Duranso Or Her Successors In Interest As Trustee Of The Eileen B. Duranso Revocable Trust U/D Dated April 21, 1998 As To An Undivided One-Half (1/2) Interest ("Borrower") residing at 710 Creekside Dr, Mount Prospect, IL 60056.

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 07/25/1996, 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 # 96571710, 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 \$80,000.00; 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 07/13/2031; 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 07/13/2031.
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.

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thz
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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>Donald C. Duranso</u> <u>6/22/2006</u> Mortgagor/Trustor: Date Donald C Duranso As Trustee(s) And Also In His/Her Capacity As Individual.	<u>Eileen B Duranso</u> <u>6/22/2006</u> Mortgagor/Trustor: Date Eileen B Duranso As Trustee(s) And Also In His/Her Capacity As Individual.
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Mortgagor/Trustor: _____	Mortgagor/Trustor: _____
Date _____	Date _____

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

Dated: 7/11/06

Beneficiary: Citibank (West), FSB

By: Citibank

Jo Ann Bibb
(Name) **JO ANN BIBB
Supervisor
Citi Home Equity
1000 Technology Drive/MS 761
O'Fallon, MO 63304-2240
636-261-4562**

(Title) **GEID #0005036183**

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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

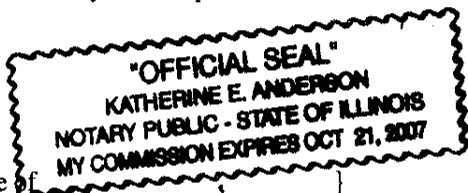
UNIFORM ACKNOWLEDGMENT

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

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

On the 22 day of June, in the year 2006, before me, the undersigned, personally appeared Donald C Duranso and Eleanor Duranso 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 Northbrook, IL (Cook County)
(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Katherine E. Anderson
Signature and office of individual taking acknowledgment



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

On this 11 day of July, 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: 12/30/09

KEVIN GEHRING
Notary Public - State of Missouri
My Commission Expires December 30, 2009
St. Louis County
Commission #05389909

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SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN MOUNT PROSPECT, COUNTY OF COOK, AND STATE OF ILLINOIS, TO WIT:

PARCEL 1:

UNIT 510A AND THE EXCLUSIVE RIGHT TO USE OF PARKING SPACE P7A AND STORAGE SPACE 57A LIMITED COMMON ELEMENTS IN CREEKSIDE AT OLD ORCHARD CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PART OF LOTS 1 AND 2 IN OLD ORCHARD COUNTRY CLUB SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 27 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28 BOTH IN TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 03-27-100-092-1050

PROPERTY KNOWN AS: 710 W. CREEKSIDE DR., UNIT 510

Property of Cook County Clerk's Office