



Prepared by and

Record and Return To:  
Fiserv Lending Solutions  
P.O. BOX 2590  
Chicago, IL 60690

Doc#: 0820415142 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/22/2008 02:14 PM Pg: 1 of 4



ZISOOK, MICHAEL B

**NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT**

Citibank Ref # 10632408972000

Tax I.D. No.:

**THIS AGREEMENT** is made and entered into this 04/04/2006, by and between Citibank, F.S.B. ("Lender"), whose principal place of business is 11800 Spectrum Center Drive, Reston, VA 22090, and Michael B. Zisook and Renee E. Zisook ("Borrower") residing at 8955 Kilpatrick Ave, Skokie, IL 60076-1827.

**WHEREAS**, Lender and Borrower entered into an Equity Source Account® ("Loan") on 06/20/1996, 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 # 96474501 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 \$65,000.00; 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 06/01/2031; 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 06/01/2031.
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.

54.25

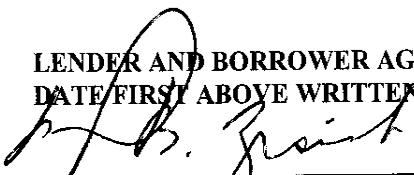
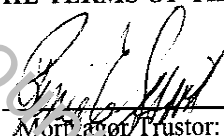
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- 5. **SECURITY INSTRUMENT.** Lender and Borrower agree the Security Instrument described above, if any, will continue to secure all obligations to Lender under the Note as Modified by this Agreement. Nothing in this Agreement will affect or impair 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>4/12/06</u>		<u>4/12/06</u>
Mortgagor/Trustor:	Date	Mortgagor/Trustor:	Date
Michael B. Zisook		Renee J. Zisook	

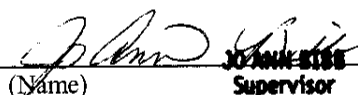
_____	Date	_____	Date
Mortgagor/Trustor:		Mortgagor/Trustor:	

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

Dated: 4/18/06

Beneficiary: Citibank, F.S.B.

By: Citibank

  
 \_\_\_\_\_  
 (Name) **JO ANN BISS**  
**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)(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

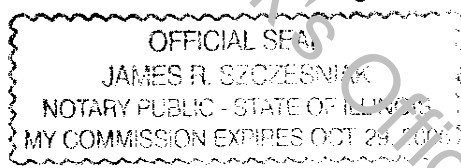
### UNIFORM ACKNOWLEDGMENT

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

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

On the 17th day of APRIL, in the year 2006, before me, the undersigned, personally appeared MICHAEL B. ZISOOK / HEATHER E ZISOOK 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)(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 SKOKIE, ILLINOIS, UNITED STATES  
(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

James R. Szczesniak  
Signature and office of individual taking acknowledgment



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

On this 18th day of April, in the year 2006, before me personally came JoAnn B. Zisook, 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 #05399909

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## SCHEDULE A

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

LOT 32 IN BLOCK 23 IN KRENN AND DATOS DEVONSHIRE MANOR BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 10-15-318-001-0000

PROPERTY KNOWN AS: 8955 KILPATRICK

Property of Cook County Clerk's Office