



Doc#: 0824017057 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/27/2008 02:13 PM Pg: 1 of 4

Prepared by and

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



KRUK, ANDRZEJ M.

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

Citibank Ref #107061306033000

Tax I.D. No.: 09-27-104-014

THIS AGREEMENT is made and entered into this 07/10/2007, by and between Citibank, N.A. successor by merger to Citibank, F.S.B. ("Lender"), whose principal place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109, and Andrzej M Kruk and Lucyna Kruk, Husband And Wife ("Borrower") residing at 929 Forestview Ave, Parkridge, IL 60068.

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on 07/23/1997, 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 # 97728662, 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 \$121,500.00; 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 09/17/2032; 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 09/17/2032.
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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- 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.

<i>Andrzej M Kruk</i>	8/11/07	<i>Lucyna Kruk</i>	8/11/07
Mortgagor/Trustor:	Date	Mortgagor/Trustor:	Date
Andrzej M Kruk		Lucyna Kruk	

Mortgagor/Trustor:	Date	Mortgagor/Trustor:	Date
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THE BENEFICIARY SHOWN BELOW AGREES TO THIS NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT:

Dated: 8/15/07

Beneficiary: Citibank, N.A. successor by merger to Citibank, F.S.B.

By: Citibank

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

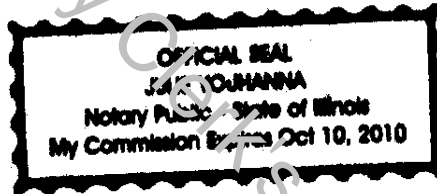
UNIFORM ACKNOWLEDGMENT

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

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

On the 11th day of AUGUST, in the year 2007, before me, the undersigned, personally appeared ANDRES M. KRUK, DANCYNA KRUK 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 CITY OF PARK RIDGE, 123 N. WORTHWEST HWY, IL (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Julie Johnson
Signature and office of individual taking acknowledgment



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

On this 15 day of August, in the year 2007, before me personally came JoAnn Bibb to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 1020 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.

Rg
Notary Public

My Commission Expires: 12/30/09



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FileNo : H164F9L2

Schedule A

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

LOTS 23 AND 24 IN OAKTON MANOR, A SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREET AND HIGHWAY HERETOFORE DEDICATED AND EXCEPT THE RIGHT OF WAY OF THE ILLINOIS AND WISCONSIN RAILROAD) A PLAT WHEREOF WAS RECORDED OCTOBER 17, 1923 AS DOCUMENT NUMBER 8148221 ALL IN COOK COUNTY, ILLINOIS.

SUBJECT TO: GENERAL REAL ESTATE TAXES FOR 1990 (SECOND INSTALLMENT) AND SUBSEQUENT YEARS; COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; PUBLIC AND UTILITY EASEMENTS; ROADS AND HIGHWAYS; EXISTING LEASES AND TENANCIOS (IF ANY).

Cook County Clerk's Office