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PREPARED BY AND Record and Return To: Fisery Lending Solutions 27 Inwood Road Rocky Hill, CT 06067 Doc#: 1013015030 Fee: \$68.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/10/2010 10:36 AM Pg: 1 of 4

NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

Citibank Ref #109033002963000

Tax I.D. No .:

GAJEWSKI, DONNA

THIS AGREEMENT is made and entered into this <u>06/18/2009</u>, by and between <u>Citibank</u>, 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, 2.11 <u>Panuta Gajewski and Henryk Gajewski, Husband And Wife</u> ("Borrower") residing at 4039 Gremley Ave, Sch. L. Park, IL 60176-2201.

WHEREAS, Lender and Borrower entered into an Equity Source Account® ("Loan") on <u>08/11/1999</u>, 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 <u>Inst # 99787675</u>, of the Official Records of <u>Cook</u> 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 \$25,000.00; 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' valend the maturity date of the Note and Security Instrument, if any, until <u>08/06/2034</u>; and B) otherwise modify the terms of vaid 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 **08/06/2034**.
- 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 <u>59 month</u> 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 <u>59 month</u> 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.
- 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

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Revised 09/29/2006 ACAPS: 109033002963000

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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 Socurity Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply to the Loan.

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(she)(they) executed the san.e 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				
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THE BENEFICIARY SHOWN BELOW AGREES TO THIS NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT: Dated: Citibank, N.A. successor by merger to Citibank, F.S.B. Beneficiary: By: Citibank **JO ANN BIBB** Supervisor Citi Home Equity 1000 Technology Drive/MS 761 O'Fallon, MO 63304-2240 636-261-4562 GEID #0005036183 State of Myswrl On this 17 day of February, ir the year 2010, before me personally came come known, who, being by me duly sworn, did depose and say that he/she/they resides at 1000 Technology of Ciril and that he/she/they is/are the Officer(s) of Ciril and the she/she/they is/are the officer(s) of Ciril and t 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. Notary Public My Commission Expires: 12/3-//3

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Schedule A

LOT 15 IN BLOCK TWO (2) IN DIMUCCI'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH HALF (½) OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT DOCUMENT NUMBER 1300627 IN COOK COUNTY, ILLINOIS.

Apn: 1205-322-003-0000

County Clerk's Office