Prepared by/record and return by mail to: Merrill Lynch Credit Corporation Merrill Lynch Credit Corporation 3000 Leadenhall Road Mount Laurel, NJ 08054 Doc#: 0400632151
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 01/06/2004 01:53 PM Pg: 1 of 2

## AMENDMENT TO AGREEMENT AND SECURITY INSTRUMENT

THIS AMENDMENT is made by and between MERRILL LYNCH CREDIT CORPORATION, a Delaware corporation, whose principal office is located at 4802 Deer Lake Drive East, Jacksonville, Florida 32246 ("Lender"), Eung Man Cha and O'Kee Cha, husband and wife (collectively, the "Borrower"), who reside at 1615 Guthrie Circle, Barrington Ill nois 60010

WHEREAS on February 13, 2002 Lender established an Equity Access® credit account (the "Account") in the name of Borrower with a maximum line of credit available under the Account in the amount of \$240,423.00; and

WHEREAS, in order for the Account to be established, Borrower executed certain documents, including, but not limited to, an Agreement/Promissory Note (the "Agreement") and the Mortgage/Mortgage (the "Security Instrument"); and

WHEREAS, the Security Instrument was recorded on February 26, 2002, as Book/Instrument 0020220564, in the official records of Cook County, Illinois and encumbers the property described therein.

WHEREAS, Borrower requests that Lender reduce the maximum line of credit available under the Account to \$215,673.00; and

WHEREAS, in order for Lender to reduce the maximum line of credit available under the Account to \$215,673.00, the Agreement and the Security Instrument must be amended to reflect the reduced amount.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- The Agreement and the Security Instrument are hereby amended to reflect that the maximum line of credit available under the Account, and the maximum principal amount secured by the Security Instrument, is now \$215,673.00.
- Except as specifically modified hereby, the Agreement and the Security Instrument are hereby ratified and confirmed in all respects and remain in full force and effect.

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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Lender and Borrower have executed this Amendment as of the day of, 2003.
MERRILL LYNCH CREDIT CORPORATION  By: Cendant Mortgage Corporation; Authorized Agent  Asst. Vice President
Eung Man Cha O'Kee Cha
STATE OF FLORIDA COUNTY OF DUVAL
On this // day of December, 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Asst. Vice President of Cendant Mortgage, Authorized Agent on behalf of Merrill Lynch Credit Corporation, a Delaware corporation, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that by their signatures on the instrument the entity upon behalf of which they acted executed the instrument, and that the instrument is the free act and deed of the entity.
Witness my hand and official seal.  DONNA BAKER MY COMMISSION # CC 961045 EXPIRES: August 14, 2004 Bonded Thru Notary Public Underwriters  My Commission Expires: DONNA BAKER My Commission Expires: DONNA BAKER  My Commission Expires: DONNA BAKER
STATE OF ILLINOIS COUNTY OF
On this day of <u>November</u> , in the year of 2003, before me (name and quality of officer) personally appeared Eung Man (name and quality of officer) persons whose names are
Cha and O'Kee Cha, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the
"OFFICIAL SEAL"  REBECCA S. BOTT  Notary Public, State of Illinois  Notary Public, State of New York  Notary Public, State of New York  Tuinois