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Doc#: 0420808130
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 07/26/2004 12:20 PM Pg: 1 of 8

This instrument was prepared by:
Shelley M. Paulk
Merrill Lynch Credit Corporation
4802 Deer Lake Drive East Jacksonville, FL 32246

Record and Return to:

2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054
Attn: Mail Stop SV60



ORIGINAL

8

Parcel Identifier:
Loan#7079480534
j4-30-105-0251026

MODIFICATION AGREEMENT

This **MODIFICATION AGREEMENT** (this "Agreement") is entered into this **June 9th, 2004**, by and between **Scott D. Humphrey, Lisa C. Humphrey**, who reside at **2150 WEST BARRY CHICAGO, IL 60618** (herein individually and collectively referred to as "Borrower"), and **Merrill Lynch Credit Corporation**, a Corporation (herein referred to as "Lender").

WHEREAS, Lender is the owner and holder of that certain mortgage or deed of trust (the "Security Instrument"), dated **July 7, 2003**, made by Borrower as trustor or mortgagor, as the case may be, to Lender as beneficiary or mortgagee, as the case may be, recorded on 8/8/03 in Inst#0322041217, if applicable, of the Public/Land Records of **COOK COUNTY**, state of **IL**, securing a debt evidenced by a promissory note (the "Note") dated **July 7, 2003**, which Security Instrument encumbers the property more particularly described in the attached Exhibit B; and

WHEREAS, the Borrower, being the owner in fee simple of all of the property encumbered by the Security Instrument, has requested that Lender modify the Note and the Security Instrument (but only to the extent that the Note is incorporated therein by reference), and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

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m-y
Kw

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NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the date of execution hereof, the terms and conditions of the Note, and the corresponding portions of the Security Instrument, are modified as set forth in Exhibit A attached hereto and made a part hereof.
2. The unpaid principal balance due under the Note as of the date of this Agreement is **1,000,000.00**.
3. Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument by Lender and that, if any such right or defenses do exist, they are hereby waived and released.
4. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any non-conflicting term or condition stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided otherwise herein, neither the Note nor the Security Instrument is modified by this Agreement and they shall remain in full force and effect until the obligations secured thereunder are paid in full and the Security Instrument is satisfied of record.
5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
6. If the spouse of the Borrower, _____, is not obligated on the Note, (i) then this Agreement has been executed by the spouse of the Borrower only to evidence his/her consent to the modifications of the Note and Security Instrument described herein and to the other terms hereof; and (ii) said spouse shall not be personally obligated to pay the sums owed under the terms of the Note and this Agreement.
7. This Agreement contains the entire agreement of the parties hereto with regard to modifications of the Note and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.

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Executed on the date first above written.

Witnesses:

Kristi Schultz
Name:
(Witness)

Patty J. Creswell
Name:
(Witness)

Kristi Schultz
Name:
(Witness)

Patty J. Creswell
Name:
(Witness)

Scott D. Humphrey (Seal)
-Borrower
Scott D. Humphrey
2150 W. Barry
Chicago, Illinois 60618

Lisa C. Humphrey (Seal)
-Borrower
Lisa C. Humphrey
2150 W. Barry
Chicago, Illinois 60618

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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STATE OF ILLINOIS, COOK County ss:

I, Lynette Newman, a Notary Public in and for said county and state do hereby certify that
, Scott D. Humphrey, Lisa C. Humphrey

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this, 24 day of June, 2004

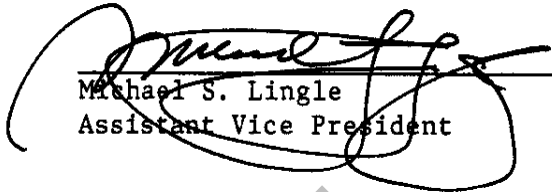
My Commission Expires: 3-6-05

Lynette Newman
Notary Public

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Merrill Lynch Credit Corporation By
Cendant Mortgage Corporation, Authorized
Agent

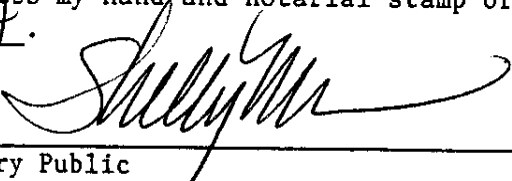

Michael S. Lingle
Assistant Vice President

Property of Cook County Clerk's Office

STATE OF FLORIDA
COUNTY OF DUVAL

I, Shelley M. Paulk, notary public for the County and State
aforesaid, certify that Michael S. Lingle personally came before me this
day and acknowledged that he is the Assistant Vice President of Cendant Mortgage
Corporation, the duly authorized agent for Merrill Lynch Credit Corporation, a
Delaware corporation, and that by authority duly given and as the act of the
corporation. He is personally known to me.

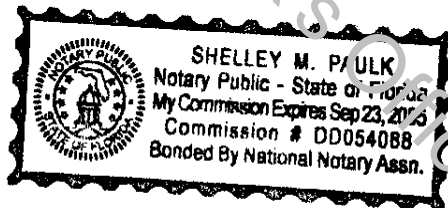
Witness my hand and notarial stamp or seal this 11 day of June
2004.



Notary Public

My Commission Expires: 9.23.2005

[Affix Notarial Stamp or seal]



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EXHIBIT A

- (a) Beginning on August 1st, 2004, and on the first day of every month thereafter until 06/30/2014, Borrower will pay only the interest on the unpaid principal balance of the Note. Borrower's initial monthly interest only payment will be in the amount of \$2,500.00 based on an initial interest rate of 3.000%. The interest rate is subject to change. My interest rate will never be greater than 12.000%.
- (b) Beginning on August, 2014 and on the first day of every month thereafter until the Note is paid in full, Borrower will make regular amortizing payments of principal and interest.
- (c) Interest rate changes may occur on the first day of the month beginning on September, 2004 and on the same day of the month every month thereafter.
- (d) The monthly payments, determined precisely in the manner stated in the Note and giving effect to the modifications stated herein, shall continue until the entire indebtedness is fully paid, except that the final payment of the remaining indebtedness shall be due and payable on July 1st, 2029 (the "Maturity Date").

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EXHIBIT B

Lots 75 and 76 in the subdivision of the West 1/2 of Block 17 in the Snow Estate Subdivision by Superior Court partiton of the East 1/2 of the Northwest 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also known as:

**2150 WEST BARRY
CHICAGO
IL
60618**

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