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FIRST AMERICAN TITLE

ORDER # _____

ORIGINAL



Doc#: 0711705159 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/27/2007 11:45 AM Pg: 1 of 4

THIS INSTRUMENT WAS PREPARED BY
Teresa Sheppard

RECORD AND RETURN TO:
Merrill Lynch Credit Corporation
5201 Gate Parkway
Jacksonville, Florida 32256
Attention: Construction Lending Department

[Space Above This Line For Recording Data]

Acct. No.: 7109820782

AMENDMENT TO NOTE AND MORTGAGE

This Amendment to Note and Mortgage (the "Amendment") is made this 9th day of April 2007, between Leah R. Moorhouse and Darin A. Moorhouse, individually and as trustees of the Leah R. Moorhouse Declaration of Trust dated November 14, 2003, whose address is 75 Dundee Lane, Barrington Hills, Illinois 60010 (the "Borrower") and Merrill Lynch Credit Corporation with its principal place of business located at 5201 Gate Parkway, Jacksonville, Florida ("Lender")

RECITALS

1. Borrower has executed and delivered to Lender that certain Note dated September 15, 2006, in the original amount of \$1,949,869.00 (the "Note").
2. The Note is secured by that certain Mortgage dated September 15, 2006, executed by Borrower, as mortgagor, which Mortgage was recorded on September 29, 2006, as Document No, 0627205106, of the Public Records of ~~Lake~~ Cook County, State of Illinois (the "Mortgage"), and encumbers the property described therein. *COOK [Signature]*
3. Borrower has executed and delivered to Lender that certain Construction Loan Agreement dated September 15, 2006 (the "Construction Loan Agreement").
4. Borrower has requested and Lender has agreed to modify the Note and Mortgage to allow for additional advances.

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NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Borrower and Lender hereby agree as follows:

1. The first sentence of section 1 titled **"BORROWER'S PROMISE TO PAY"** of the **NOTE** is hereby amended in its entirety as follows:

In return for a loan that I have received, I promise to pay U.S. \$2,049,869.00 (this amount is called "principal"), plus interest, to the order of the Lender.

2. The second sentence of Section D of the **MORTGAGE** is hereby amended as follows:

THE NOTE STATES THAT BORROWER OWES LENDER TWO MILLION FORTY NINE THOUSAND EIGHT HUNDRED SIXTY NINE AND 00/100----- DOLLARS (U.S. \$2,049,869.00), PLUS INTEREST.

Except as specifically modified herein, the Note and Mortgage remain unchanged and all the terms, covenants, conditions, agreements and stipulations therein shall remain in full force and effect.


This Amendment shall be binding upon and shall inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

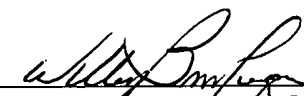
By signing below, Borrower and Lender accept and agree to the terms and provisions contained in this Amendment.

Executed as of the date first above written.

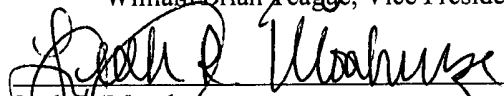
Witnesses:

MERRILL LYNCH CREDIT CORPORATION
By PHH Mortgage Corporation, Authorized Agent

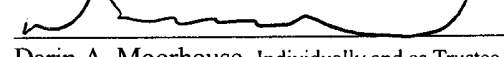

Print Name: REBECCA E SPEAR

By: 
William Brian Teague, Vice President

Print Name: _____

 (SEAL)
Leah R. Moorhouse, Individually and as Trustee of the
Leah R. Moorhouse Declaration of Trust Dated November 14, 2003.

Print Name: _____

 (SEAL)
Darin A. Moorhouse, Individually and as Trustee of the
Leah R. Moorhouse Declaration of Trust Dated November 14, 2003.

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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of April 2007, by William Brian Teague, Vice President of PHH Mortgage Corporation, the duly authorized agent of Merrill Lynch Credit Corporation. He is personally known to me.



Laura Marie Farley
MY COMMISSION # 00199805 EXPIRES
April 11, 2007
BONDED THRU TROY FAIN INSURANCE CO., INC.

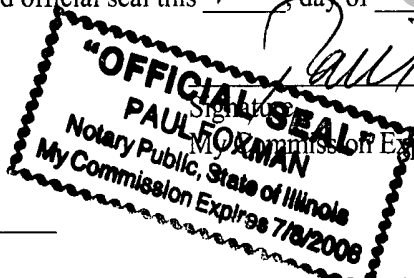
Laura Marie Farley
Name: _____

Notary Public, State of Florida
Commission no.: _____
My commission expires: _____

STATE OF ILLINOIS
COUNTY OF Lake

I, the undersigned Notary Public, in and for said County and State, do hereby certify that Leah R. Moorhouse, personally known to me to be the same person(s) whose name (s) is/are 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of April 2007



STATE OF ILLINOIS
COUNTY OF Lake

I, the undersigned Notary Public, in and for said County and State, do hereby certify that Darin A. Moorhouse, personally known to me to be the same person(s) whose name (s) is/are 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of April, 2007



Paul Foxman
Signature _____
My Commission Expires: 7/8/08

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(Attached to and becoming a part of document dated April 09, 2007)

EXHIBIT A

Land situated in the County of Cook, State of Illinois, is described as follows:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel Number(s): 01-12-107-009 Vol.No 001

Property of Cook County Clerk's Office