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This instrument was prepared by:
Lakeysha Joseph
Merrill Lynch Credit Corporation
5201 Gate Parkway Jacksonville, FL 32256



Record and Return to:
Merrill Lynch Credit Corporation

Doc#: 0725303094 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/10/2007 11:07 AM Pg: 1 of 7

2001 Bishops Gate Boulevard
Mount Laurel, NJ 08054
Mailstop: DC
Loan Number: 7104317685
Parcel Identifier: 10-12-315-0050000
MIN 100020071043176853



MODIFICATION AGREEMENT

This **MODIFICATION AGREEMENT** (this "Agreement") is entered into this **July 17th, 2007**, by and between **Colin Craig, Maura O'Mahoney**, who reside at **7424 NOYES STREET EVANSTON, IL 60201** (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 **October 3, 2006**, 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 **11/07/06** in **Doc. No. 0631102207**, if applicable, of the Public/Land Records of **COOK COUNTY**, state of **IL**, securing a debt evidenced by a promissory note (the "Note") dated **October 3, 2006**, which Security Instrument encumbers the property more particularly described in the attached Exhibit B; **

WHEREAS, Borrower and one or more third parties may have also pledged securities held in a Merrill Lynch, Pierce, Fenner & Smith Incorporated securities account as additional collateral for the loan evidenced by the Note and, if so, such pledge being more particularly described in that certain Mortgage 100® Pledge Agreement for Securities Account ("Pledge Agreement");

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: and

****MERS** is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgage under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WHEREAS, the Security Instrument was amended as evidenced by that certain Amendment to Note and Mortgage ("Amendment"), dated March 2, 2007. Said Amendment was recorded on **03/28/2007** in Doc. No. **0700711048**, in the office of the recorder Cook County in order to increase the principal amount of the indebtedness to the sum of \$660,615.00.

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91R

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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:

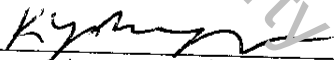
1. As of the date of execution hereof, the terms and conditions of the Note, and the corresponding portions of the Security Instrument, are modified as set forth in Exhibit A attached hereto and made a part hereof.
2. The unpaid principal balance due under the Note as of the date of this Agreement is \$660,006.61.
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. Borrower reaffirms that the Pledge Agreement (if applicable) shall continue to secure the indebtedness under the Note and remains in full force and effect until such times as the applicable pledged securities account(s) can be released as outlined in the Pledge Agreement.
6. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heir, and legatees of each of the parties hereto.
7. 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.
8. 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.

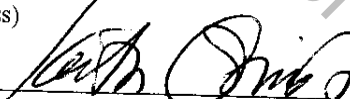
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Executed on the date first above written.

Witnesses:


 Name: KEITH GINNARDI
 (Witness)


 Name: KENNETH MARUYAMA
 (Witness)

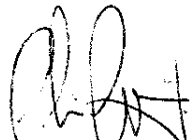

 Name: KEITH GINNARDI
 (Witness)

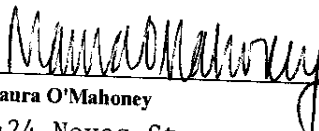

 Name: KENNETH MARUYAMA
 (Witness)

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower


 Name: Colin Craig
 2424 Noyes St.
 Evanston, IL 60201
 (Seal)
 -Borrower


 Name: Maura O'Mahoney
 2424 Noyes St.
 Evanston, IL 60201
 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

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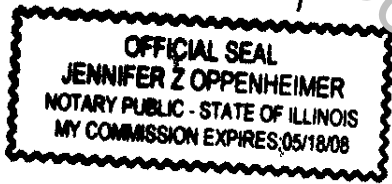
STATE OF ILLINOIS, COOK County ss:

I, Jennifer Oppenheimer, a Notary Public in and for said county and state do hereby certify that Colin Craig, Maura O'Mahoney

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, 30th day of July, 2007

My Commission Expires: 5/18/08



Jennifer Oppenheimer
Notary Public

Property of Cook County Clerk's Office

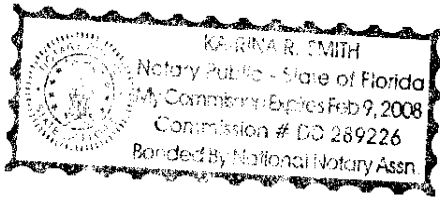
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Merrill Lynch Credit Corporation
By: PHH Mortgage Corporation, Authorized Agent

By: Jorjette C. Witt
Jorjette C. Witt, Director

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of July, 2007,
by Jorjette C. Witt, Director of PHH Mortgage Corporation, a duly authorized agent for Merrill Lynch Credit
Corporation, a Corporation organized under the laws of the state of Delaware, on behalf of said Corporation. This
person is personally known to me.



Karina R. Smith
Name:
Notary Public State of Florida
Commission No:
My Commission Expires:

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Exhibit A Fixed Rate Mortgage

- (a) Beginning on September 1, 2007 and on the first day of every month thereafter until August 1, 2017, Borrower will pay only interest on the unpaid principal balance of the Note (the interest-only period)
- (b) Beginning on September 1, 2017 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 (the amortization period)
- (c) Borrower will pay interest at a yearly fixed rate of 6.960%. The payment amount will be in the amount of \$3,828.04 during the interest-only period. The payment amount will be in the amount of \$5,101.19 during the principal & interest period.
- (d) Borrower's monthly payments will continue until all of the principal and interest and any other charges described in the Note have been paid in full, except that if, on August 1, 2037, Borrower still owes amounts under the Note, Borrower will pay those amounts in full on that date, which is called the "Maturity Date."

Property of Cook County Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION

Legal Description: LOT 31 IN BLOCK 4 IN COMMON AND BEST'S ADDITION TO EVANSTON, A SUBDIVISION OF SECTION 11 AND 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 10-12-315-005-0000 Vol. 0053

Property Address: 2424 Noyes, Evanston, Illinois 60201

Also known as:

2424 NOYES STREET
EVANSTON
IL
60201

Property of Cook County Clerk's Office