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Doc#: 0811647099 Fee: \$48.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/25/2008 11:32 AM Pg: 1 of 7

This instrument was prepared by:
Katrina R. Smith
Merrill Lynch Credit Corporation
5201 Gate Parkway Jacksonville, FL 32256

Record and Return to:
Merrill Lynch Credit Corporation

2001 Bishops Gate Boulevard
Mount Laurel, NJ 08054
Mailstop: DC
Loan Number: 7109820782
Parcel Identifier: 01-12-107-009-0000

(877) 766-8244

ORIGINAL

MODIFICATION AGREEMENT

This **MODIFICATION AGREEMENT** (this "Agreement") is entered into this **March 11th, 2008**, by and between **Darin A Moorhouse, Leah R Moorhouse**,* who reside at **75 DUNDEE LANE BARRINGTON HILLS, IL 60010** (herein individually and collectively referred to as "Borrower"), and **Merrill Lynch Credit Corporation, a Corporation** (herein referred to as "Lender").

*Trustees of the Leah R Moorhouse Declaration Trust dated November 14, 2003

WHEREAS, Lender is the owner and holder of that certain mortgage or deed of trust (the "Security Instrument"), dated **September 15, 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 9/29/06 in Doc.# 0627205106, _____, if applicable, of the Public/Land Records of **COOK COUNTY**, state of **IL**, securing a debt evidenced by a promissory note (the "Note") dated **September 15, 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

WHEREAS, the Security Instrument was amended as evidenced by that certain Amendment to Note and Mortgage ("Amendment"), dated April 9, 2007. Said Amendment was recorded on April 27, 2007 in Doc.# 0711705159 in the Office of the Recorder, Cook County in order to increase the amount of the indebtedness to the sum of \$2,049,869.00.

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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 **\$2,049,869.00**.
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. 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:

Cheryl Littledale
Name: Cheryl Littledale
(Witness)

Wendy Prindle
Name: Wendy Prindle
(Witness)

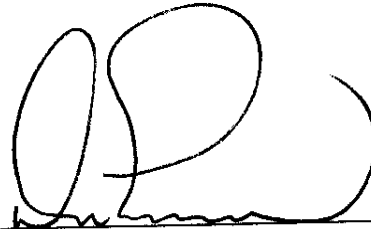
Cheryl Littledale
Name: Cheryl Littledale
(Witness)

Wendy Prindle
Name: Wendy Prindle
(Witness)

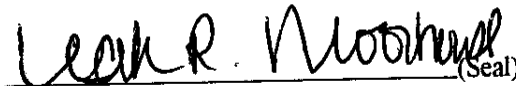
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



(Seal)
Darin A Moorhouse , Individually and
as Trustee of the Leah R Moorhouse
Declaration Trust dated November 14, 2003



(Seal)
Leah R Moorhouse , Individually and
as Trustee of the Leah R Moorhouse
Declaration Trust dated November 14, 2003

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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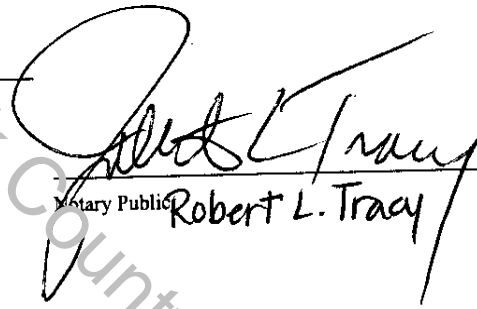
STATE OF ILLINOIS, LAKE County ss:

I, ROBERT TRACY, a Notary Public in and for said county and state do hereby certify that
Darin A Moorhouse, Leah R Moorhouse

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, 17th day of MARCH

My Commission Expires: 7/28/08


Notary Public Robert L. Tracy



Property of Book County Clerk's Office

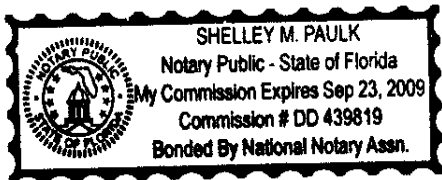
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Merrill Lynch Credit Corporation
By: PHH Mortgage Corporation, Authorized Agent

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

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18 day of March, 2008,
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.



Shelley M. Paulk
Name: Shelley M. Paulk
Notary Public State of Florida
Commission No:
My Commission Expires:

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EXHIBIT A

- (a) Beginning on April 1st, 2008 and on the first day of every month thereafter until April 1st, 2018, Borrower will pay only interest on the unpaid principal balance of the Note (the interest-only period).
- (b) Beginning on April 1st, 2018, 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) The date on which Borrower's initial fixed interest rate changes to an adjustable interest rate, and each date on which Borrower's adjustable interest rate could change, is called a "Change Date."
- (d) Until Borrower's first Change Date, Borrower's initial monthly payment will be in the amount of \$10,186.14 based on an initial fixed rate of 5.963%.
- (e) Beginning on the first day of March, 2013, the initial fixed interest rate Borrower will pay will change to an adjustable interest rate, and the adjustable interest rate Borrower will pay may change on that day every 12th month thereafter until the Note is paid in full.
- (f) Before each change date, the Note Holder will calculate my new interest rate by adding Two and Twenty-Five/Hundredths percentage points (2.2500) to the Current Index. The Note Holder will then round the results of this addition to the nearest one-eighth of one percentage point (0.125%).
- (g) The interest rate at the first Change Date will not be greater than 10.963% or less than 2.250%. Thereafter, the adjustable interest rate will never be increased or decreased on any single Change Date by more than Two percentage point(s) 2.000% from the rate of interest paid for the preceding 12 months. My interest rate will never be greater than 10.963%.
- (h) 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 March 1st, 2038.

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EXHIBIT B

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.

Also known as:

**75 DUNDEE LANE
BARRINGTON HILLS
IL
60010**

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