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RETURN RECORDED DOCUMENTS TO:

Jack J. Mikels, Esq.

Jack Mikels & Associates

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Quincy, MA 02169



Doc#: 0822131020 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/08/2008 10:17 AM Pg: 1 of 6

Prepared and requested by:

Amy Monahan, Paralegal

Jack Mikels & Associates

1 Batterymarch Park, Suite 309

Quincy, MA 02169

Tax ID: 04-10-319-082-0000

## Amendment to Mortgage

LOAN#: 71762

Amendment made as of May 1, 2008 ("Amendment"), by and between Mellon Trust of New England, N.A., whose address is One Boston Place, Boston, Massachusetts 02108 ("Lender") and Anne M. Schwall, as Trustee Under the Provisions of a Trust Agreement Created by Anne M. Schwall dated the 1st day of June 1981 residing at 1540 Orchard Lane, Northbrook, IL 60062 (individually and collectively "Borrower" or "I" or "my").

WITNESSETH:

WHEREAS:

- A. On November 13, 2006, Borrower executed and delivered a security instrument with an adjustable rate rider in favor of Lender, which was recorded November 27, 2006 with the Cook County Recorder of Deeds as Document No. 0633133048 (collectively referred to as the "Security Instrument"), which is a valid first lien against the property located at 1530 Orchard Lane, Northbrook, IL 60062 (the "Property") and more particularly described on Schedule "A" attached hereto. The Security Instrument secures payment of a(n) \$750,000.00 Adjustable Rate Note dated November 13, 2006, given by Borrower and currently held by Lender (the "Note"). The outstanding principal balance due under the Note is \$736,743.96 as of the effective date hereof.
- B. Borrower and Lender have modified certain provisions of the Note pursuant to a Modification Agreement executed simultaneously herewith; and
- C. Borrower and Lender desire to modify certain provisions of the Security Instrument hereinafter set forth.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Borrower and Lender do hereby agree to modify the Security Instrument as follows:

3-0  
S-X  
M-N  
P-L  
G-M

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1. Section A of the Adjustable Rate Rider (the "Rider") is deleted and the following is substituted therefor:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note, as amended, provides for an interest rate, as of the date of the Modification Agreement, of 5.375%. This rate shall be my "Initial Interest Rate". The Note, as amended, provides for changes in the interest rate and the monthly payments.

II. Paragraphs (A), (B), (C) and (D) of Section 4 of the Rider are deleted and the following are substituted therefor:

(A) Change Dates

The interest rate I will pay may change on May 1, 2013 and on the first day of every 12<sup>th</sup> month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the One Year London Interbank Offered Rate (LIBOR) reported in the Tuesday edition of The Wall Street Journal (Eastern Edition) in its general guide to Money Rates as the British Bankers' Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. The One Year LIBOR rate in the Tuesday edition (or the next preceding edition if there is no Tuesday edition) of The Wall Street Journal on or immediately preceding the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, Note Holder will choose a new index which is based upon comparable information. Note Holder will give me notice of this choice.

(C) Calculation of Changes

Forty-five days before each Change Date, Note Holder will calculate my new interest rate by adding 2.250% ("Margin") to the Current Index. Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event that the sum of the Current Index and Margin for any adjustment period is exactly one-sixteenth (1/16<sup>th</sup>) more or less than the nearest one-eighth (1/8<sup>th</sup>) of one percent, my interest rate for that adjustment period will be rounded to the next highest one-eighth (1/8<sup>th</sup>) of one percent.

To and inclusive of December 1, 2016, Note Holder will then determine the amount of the monthly payment that will be sufficient to pay the monthly interest charges on my loan at my new interest rate. Beginning on January 1, 2017, my monthly payment will also include an amount sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the

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Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 5.000% above my Initial Interest Rate. Beginning on the second Change Date and thereafter, my interest rate will never be increased or decreased by more than 2.000% at any adjustment. My interest rate will never be greater than 10.375%, which is called the "Maximum Rate".

III. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Instrument. Except as otherwise stated in this Amendment, Borrower's promise to pay and Borrower's and Mortgagor's covenants and agreements under the Note and under the Security Instrument continue without change.

IN WITNESS WHEREOF, Borrower and Mortgagor have executed this Amendment as of the date first set forth above and as a sealed instrument.

*Anne M Schwall Trustee*

Borrower: Anne M. Schwall, as Trustee Under the Provisions of a Trust Agreement Created by Anne M. Schwall dated the 1st day of June 1981

State of Illinois

County of Cook, SS

On this *16<sup>th</sup>* day of *may*, 2008, before me personally appeared Anne M. Schwall, as Trustee Under the Provisions of a Trust Agreement Created by Anne M. Schwall dated the 1st day of June 1981, known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) described in and who executed the foregoing instrument, and duly acknowledged to me that he/she/they executed the same as his/her/their free act and deed.

[SEAL]

*Olga Scholz*

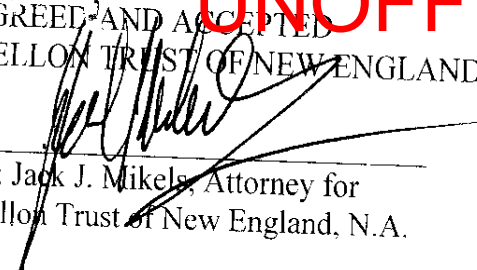
Notary Public

My Commission Expires *9/9/2010*



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AGREED AND ACCEPTED  
MELLON TRUST OF NEW ENGLAND, N.A.

  
By: Jack J. Mikels, Attorney for  
Mellon Trust of New England, N.A.

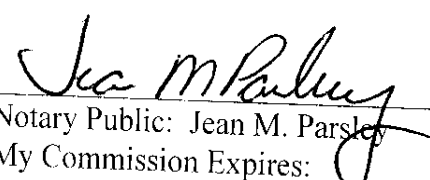
Commonwealth of Massachusetts

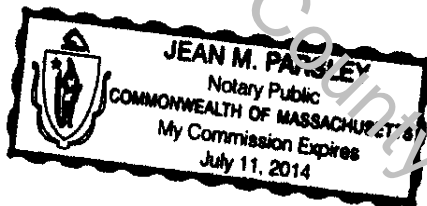
County of Norfolk, SS:

On this 3rd day of June, 2008, before me personally appeared Jack J. Mikels, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

  
Notary Public: Jean M. Parsley  
My Commission Expires:



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NAME OF PAPER: Amendment to Mortgage  
BETWEEN: Mellon Trust of New England, N.A.

and

Anne M. Schwall, as Trustee Under the Provisions of a Trust Agreement  
Created by Anne M. Schwall dated the 1st day of June 1981

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Schedule "A"

Property Address: 1530 Orchard Lane, Northbrook, IL

Lot 2 in Orchard Lane Subdivision being a subdivision, of part of the Southeast Quarter of the Southwest Quarter of Section 10, Township 42 North, Range 12, East of the third principal meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 27, 1966, as Document Number T2283558.

Property of Cook County Clerk's Office