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Doc#: 0902805080 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2009 10:31 AM Pg: 1 of 4

RTC 72173 4054

Record and return by mail to:
Home Equity Service Center
4001 Leadenhall Road
Mount Laurel, NJ 08054
Attn: Lori Butler – Mailstop DC
Loan No: 7101721475

AMENDMENT TO AGREEMENT AND MORTGAGE

THIS AMENDMENT is made by and between Merrill Lynch Credit Corporation, whose street address is 4001 Leadenhall Road, Mount Laurel, NJ 08054 ("Lender"), and PATRICK J DALY, a married person, & REBECCA A DALY, a married person, who resides at 2180 W WILSON AVE., CHICAGO, IL, 60625 ("Borrower").

WHEREAS, on January 26, 2007, Lender established a home equity line of credit account (the "Account") in the name of Mortgagor with a maximum line of credit available under the Account in the amount of \$200,000.00; and

WHEREAS, in order for the Account to be established, Borrower/Mortgagor executed certain documents, including, but not limited to, an Agreement/Promissory Note (the "Agreement") and a Deed to Secure Debt and Assignment of Rents (the "Mortgage"); and

WHEREAS, the Mortgage was recorded on February 8, 2007 as Instrument No.: 0703910045 in the official records of Cook County, State of Illinois and encumbers the property described therein; and

WHEREAS, Mortgagor requests that Lender decrease the maximum line of credit available under the Account to \$168,000.00; and

WHEREAS, in order for Lender to decrease the maximum line of credit available under the Account to such amount, the Agreement and the Mortgage must be amended to reflect the decreased amount.

NOW THEREFORE, for and in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Agreement and the Mortgage are hereby amended to reflect that the maximum line of credit available under the Account, and the maximum principal amount secured by the Mortgage, is now \$168,000.00.
2. Except as specifically modified hereby, the Agreement and the Mortgage are hereby ratified and confirmed in all respects and remain in full force and effect.



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Loan No. 7101721475

IN WITNESS WHEREOF, Lender and Mortgagor have executed this Amendment as of the 14th day of January 2009.

Merrill Lynch Credit Corporation, by
PHH Mortgage Corporation, Authorized Agent

By: Kimberly A. DiLeo
Kimberly A. DiLeo, Assistant Vice President

Attest: Jason Webb
Jason Webb, Assistant Secretary

Property of Cook County Clerk's Office

PATRICK J. DALY

REBECCA A. DALY

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Loan No. 7108849402

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

On January 14, 2009, before me, Amy Allen, a Notary Public in and for said state, personally appeared KIMBERLY A. DILEO and JASON WEBB, Assistant Vice President & Assistant Secretary, respectively, of the Corporation that executed the within instrument, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that by their signatures on the instrument the corporation upon behalf of which they acted executed the instrument, and that the instrument is the free act and deed of the corporation.

WITNESS my hand and official seal.

Amy Allen
Notary Public
State of New Jersey
Commission Expires 08/13/2013

Notary's Signature: [Signature]
Name: Amy Allen
Notary Public, State of New Jersey
Commission No.: _____
My Commission Expires: August 13, 2013

STATE OF _____
COUNTY OF _____

On _____ 2009 before me, _____, a Notary Public
(Name of Notary)

in and for said county, personally appeared PATRICK J DALY & REBECCA A DALY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature: _____
Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

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PROPERTY LEGAL DESCRIPTION:

LOT 1 IN BLOCK 4 IN THOMAS LYMAN'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5 AND 6 IN THE COUNTY CLERK'S DIVISION OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office