

This instrument was prepared by:  
NICHOLAS PUGH  
6500 Pincrest  
Plano, TX 75024  
972-662-4094

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Doc#: 0918117033 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/30/2009 10:27 AM Pg: 1 of 5

Recording Requested by &  
When Recorded Return To:

US Recordings, Inc.  
2925 Country Drive  
St. Paul, MN 55117

72745955

Account No: 7100515217/ 7102703183

Jrsg-2109008006

(Space above for Recorder's use only)

**MODIFICATION OF HOME EQUITY CREDIT LINE AGREEMENT  
AND SECURITY INSTRUMENT**

*Record*  
Borrower(s):  
Sandra J Rockwell  
Martin Rockwell  
Property Address:  
4333 Exeter Lane  
NORTHBROOK IL 60062  
Current Credit Limit: \$40,000.00

Account Number: 7100515217

Date: May 18, 2009

New Credit Limit: \$20,000.00

If this box is checked, then Section 1 below is applicable. If this box is not checked, then Section 1 below is not applicable.

Current Margin: %

New Margin: %

If this box is checked, then Section 2 below is applicable. If this box is not checked, then Section 2 below is not applicable.

This Modification of Home Equity Credit Line Agreement And Security Instrument (the "Modification") is made and entered into on the date stated above by and between Merrill Lynch Credit Corporation ("MLCC"), a Delaware corporation, and the Borrower(s) identified above (collectively, the "Borrower").

MLCC and Borrower are parties to a home equity line of credit agreement (including any riders and previous amendments, the "Agreement") that establishes the account identified above (the "Account") from which Borrower may obtain credit advances on a revolving basis

*5/18/09  
MLCC  
ASB*

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from MLCC. The Agreement is secured by a mortgage, deed of trust or security deed (including any riders and previous amendments, the "Security Instrument") dated April 24, 2006, and recorded as Document No. 0703622086 of the Official Records of Cook County, Illinois. The Security Instrument encumbers Borrower's property described in the Security Instrument (the "Property"), commonly known as the Property Address stated above, and more particularly described on Exhibit A attached to this Modification, which Exhibit A is incorporated into this Modification by this reference.

For good and valuable consideration, the receipt of which is hereby acknowledged, MLCC and Borrower agree as follows:

**1. Change to Credit Limit.** *If the first box on the first page of this Agreement is checked, then this section 1 is applicable.* The Agreement and the Security Instrument state that Borrower may obtain loans or advances from the Account up to the amount (the "Credit Limit") of the Current Credit Limit stated above. MLCC and Borrower agree that the Agreement and Security Instrument are hereby modified, amended and supplemented by changing the Credit Limit to the amount of the New Credit Limit stated above, and the amount secured by the Security Instrument is being decreased to the New Credit Limit, which modification, amendment and supplement will become effective upon the "Effective Date" (as that term is defined in Section 5 below). All other terms and conditions of the Agreement and applicable law relating to the Credit Limit including, without limitation, (a) MLCC's right to further reduce the Credit Limit under certain circumstances, (b) MLCC's right to prohibit Borrower from obtaining additional loans or advances from the Account under certain circumstances, and (c) Borrower's obligation not to borrow more than the Credit Limit, remain in full force and effect.

**2. Calculation of Annual Percentage Rate or Interest Rate.** *If the second box on the first page of this Agreement is checked, then this Section 2 is applicable.* The Agreement states that the annual percentage rate or interest rate for the Account will be calculated by adding a specified number of percentage points (which could be either a positive or a negative number, and which is defined in this Modification as the "margin") to a specified prime rate. The Agreement states that the margin is the amount of the Current Margin stated above. MLCC and Borrower agree that the Agreement is modified, amended and supplemented by changing the margin to the amount of the New Margin set forth above, which modification, amendment and supplement are effective beginning on the "Effective Date" (as that term is defined in Section 5 below). Beginning on such Effective Date, the annual percentage rate or interest rate for the Account will be determined, in the manner provided for in the Agreement, using the New Margin.

**3. Effect of this Modification.** This Modification modifies, amends, and supplements the Agreement and the Security Instrument. In the event of any inconsistency between the provisions of this Modification and the provisions of the Agreement or the Security Instrument, the provisions of this Modification shall prevail over and supersede the

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inconsistent provisions of the Agreement or the Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and the Security Instrument shall remain in full force and effect and are ratified by Borrower.

**4. Other Liens.** Borrower represents and warrants that the Property is not subject to any liens, encumbrances, charges or security interests other than the lien of the Security Instrument and (a) the lien of any mortgage, deed of trust or security deed that was prior to the lien of the Security Instrument at the time the Security Instrument was recorded, or (b) the lien of any mortgage, deed of trust or security deed to which MLCC has expressly subordinated or has expressly agreed to subordinate the lien of the Security Instrument by a separate written document. Borrower further represents and warrants that no person or entity, other than the Borrower, has any interest in the Property. The representations and warranties contained in this Section 4 shall survive any termination of the Agreement.

**5. Definition of Terms.** For purposes of this Modification, the term "Effective Date" shall mean the date appearing to the right of the Borrower Signature" below. If no such date appears below, then the "Effective Date" shall mean the date appearing to the right of the first signature on behalf of Phh Mortgage Corporation below. If no such date appears below, then the "Effective Date" shall mean the date on which MLCC receives this Modification following its execution by each Borrower. Except as otherwise provided in this Modification, the terms used in this Modification shall have the same meanings as the same or substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in this Modification are capitalized.

By signing below, MLCC and each Borrower accepts and agrees to the terms of this Modification.

Borrower(s):

Sandra Rockwell      5/28/09  
Borrower Signature      Date

SANDRA Rockwell  
Borrower Name (Printed)

Merrill Lynch Credit Corporation ("MLCC")  
By PHH Mortgage Corporation,  
Authorized Agent

William Brian Teague      5/18/09  
William Brian Teague      Date  
Vice President

\_\_\_\_\_  
Co-Borrower Signature      Date

\_\_\_\_\_  
Co-Borrower Name (Printed)



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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

UNIT 48 IN LOT 20 LEGALLY DESCRIBED AS FOLLOWS: THE EASTERLY 45.83 FEET OF LOT 20 IN THE IVY CLUB OF NORTHBROOK, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 25, 1996 AS DOCUMENT NUMBER 96895430, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 04-06-112-080-0000  
SANDRA J. LITT, TRUSTEE OF THE SANDRA J. LITT DECLARATION OF TRUST  
DATED FEBRUARY 14, 2000

4333 EXETER LANE, NORTHBROOK IL 60062



\*100713425\*

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Cook County Clerk's Office