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Doc#: 1117546033 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/24/2011 10:48 AM Pg: 1 of 5

After Recording Return To:

Merrill Lynch Credit Corporation One Mortgage Way P.O. Box 5/49 Mt. Laurel, NJ 08054 Mail Stop : DC

Account No. HELOC # /102524225/7103516238

(Space above for Recorder's use only)

MODIFICATION OF HOME EQUITY CREDIT LINE AGREEMENT AND SECURITY INSTRUMENT

Borrower(s): Robert T. Creed and Barbara E. Creed, his wife, as tenants

by the entirety

Property Address: 638 Gunderson Avenue

OAK PARK, IL 60304

Account Number: 7102524225

Date: June 10, 2011

Current Credit Limit: \$75,000.00 New Credit Limit: \$45,000.00

> ☑ 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

PIDELITY NATIONAL TITLE

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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 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 January 13, 2006, and recorded on February 9, 2006, as Document No. 0604005302 of the Official Records of Cook County, State of 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 variable consideration, the receipt of which is hereby acknowledged, MLCC and Borrower agree as foliows:

- 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. "I the second box on the first page of this Agreement is checked, then this Section 2 is as plicable. 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 number atte. 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 inconsistent provisions of the Agreement or the Security Instrument. Except as modified, amended or supplemented by

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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.
- **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 Phin 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.

WITNESS	MERKILL LYNCH CREDIT CORPORATION
The same	By PHH Mortgage Corporation, Authorized Agent
MATTHER BERARDI	P
R. Cornisi	Jun 5114
Rosalina Cornish	BY: Laurie Perkir s
Borrower(s):	TITLE: Vice Presider t
WITNESS	Borrowers:
Print name	Robert T. Creed
Print name	Barbara E. Creed

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ACKNOWLEDGMENTS

STATE OF FLORIDA)
COUNTY OF DUVAL)
On June 10, 2011, before me, Sand H. Parmere, a Notary Public, personally appeared Laurie Perkins, Vice President of PHH Mortgage Corporation, duly authorized agent for Merrill Lynch Credit Corporation, who proved to me on the basis of satisfactory evidence to be the person whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under FENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.
Witness my hand and official seal. SHANNON M. PARMENTER Commission # EE 008654 Expires July 16, 2014
Signature (Seal) Bonded Thru Troy Fain Insurance 800-365-7019 (Signature of Notary)
STATE OF () ss. COUNTY OF () ss. On (17, 2011), before me, (1002) (), a Notary Public, personally appeared (), before me, (), who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed (no 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.
I certify under PENALTY OF PERJURY under the laws of the State of Lillian that the foregoing paragraph is true and correct.
Signature (Signature of Notary) (Signature Notary Public - State of Illinois My Commission Expires Dec 19, 2012

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Exhibit A

(Property Description)

LOT 17 IN BLOCK 7 IN THE SUBDIVISION OF BLOCKS 7 AND 8 IN S.T. GUNDERSON AND SON'S ADDITION TO OAK PARK, A SUBDIVISION OF THE EAST HALF OF LOT 4 IN THE IC.
AL ME.
SOUNTY,

COOK COUNTY

Clark's Office SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION), IN COOK COUNTY, ILLINOIS.