

Prepared by/record and return by mail to:
CCS Recording Team
Attn: Jason Hind
3001 Leadenhall Road
Mount Laurel, NJ 08054
Loan Number: 7102539165/ 7076674790



2009 020711

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 APR -1 AM 8:44

MICHAEL A. BROWN
RECORDER

AMENDMENT TO NOTE AND MORTGAGE

THIS AMENDMENT is made by and between MERRILL LYNCH CREDIT CORPORATION, whose street address is 5201 Gate Parkway, Jacksonville, FL 32256 ("Lender"), and MARIO E. HERNANDEZ AND ANGELINA HERNANDEZ, HUSBAND AND WIFE, who reside at 7108 STARLING DRIVE, SCHERERVILLE, IN 46375 ("Borrower"). Said property being more particularly described in the attached Exhibit "A", attached hereto and made a part hereof.

WHEREAS, on JULY 15, 2003, Lender granted a Mortgage (the "Mortgage") in the name of Borrower in the principal amount of \$20,000.00, which was recorded on JULY 21, 2003 as BOOK 2003 075371; and

WHEREAS, on _____, 2003, Lender amended the Mortgage (the "Amendment") to increase the principal amount to \$30,000.00, which was recorded on _____, 2003, as BOOK 2003 127420; and

WHEREAS, in order for the Mortgage and Amendment to be established, Borrower executed certain documents, including, but not limited to, the Note (the "Note") Mortgage and Amendment; and

WHEREAS, the Mortgage and Amendment were recorded in the Official Records of Alameda County, California, and encumbers the property described therein; and

WHEREAS, Borrower requests that Lender reduce the maximum principal indebtedness under the Mortgage to \$18,300.00; and

WHEREAS, in order for Lender to reduce the principal amount under the Mortgage to such amount, the Note and the Mortgage must be amended to reflect the reduced amount.

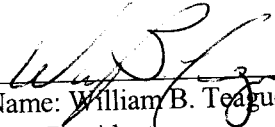
NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

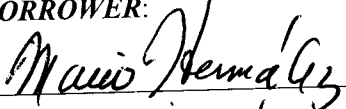
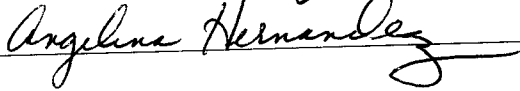
1. The Note and the Mortgage are hereby amended to reflect that the maximum principal indebtedness under the Note, and the maximum principal amount secured by the Mortgage, is now \$18,300.00.
2. Except as specifically modified hereby, the Note and the Mortgage are hereby ratified and confirmed in all respects and remain in full force and effect.

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IN WITNESS WHEREOF, Lender and Borrower have executed this Amendment as of the 20TH day of February, 2009.

LENDER:
MERRILL LYNCH CREDIT CORPORATION
By: PHH Mortgage Corporation, Authorized Agent

By: 
Name: William B. Teague
Vice President

BORROWER:





STATE OF FLORIDA
COUNTY OF ~~Alachua~~

On FEBRUARY 20, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared William B. Teague, as Vice President of PHH Mortgage Corporation, its duly authorized agent of Merrill Lynch Credit Corporation, 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, that by his signature on the instrument the entity upon behalf of which he acted executed the instrument, and that the instrument is the free act and deed of the corporation.

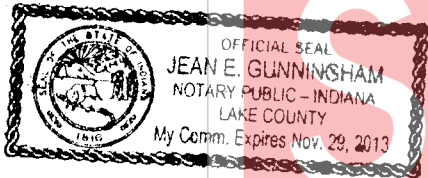
WITNESS my hand and official seal.

Name: Jean E. Gunningham
Notary Public, State of Florida
My Commission Expires: 11-29-2013

STATE OF IL
COUNTY OF DeKalb

On 14th March, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Mario Angelina Hernandez, personally known or satisfactorily proven to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his authorized capacity and that by their signatures on the instrument the person executed the instrument as their free act and deed.

WITNESS my hand and official seal.



Name: Jean E. Gunningham
Notary Public, State of IL

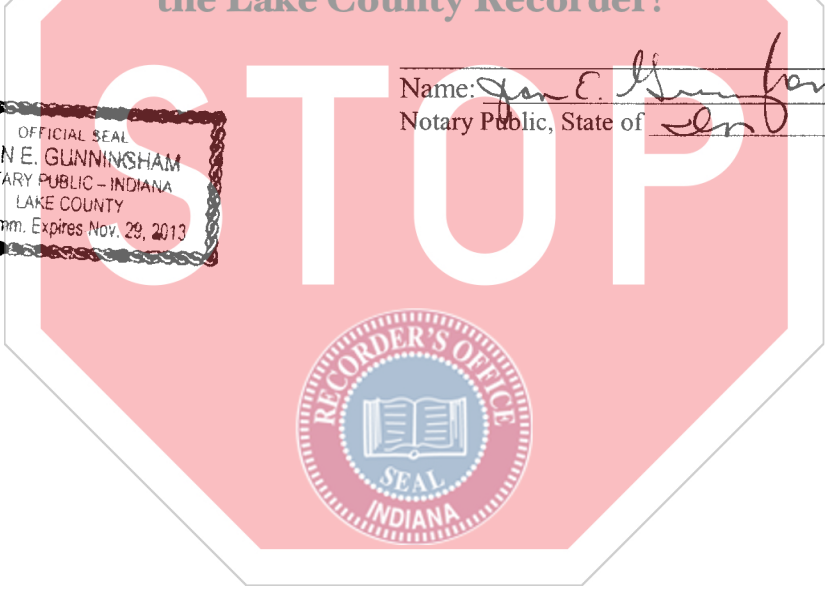


EXHIBIT A

County: LAKE
Property Address: 7108 Starling Drive
SCHERERVILLE, IN 46375

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA:

LOT 286, FOXWOOD ESTATES UNIT 5, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 75 PAGE 5 IN THE OFFICE OF THE RECORDER LAKE COUNTY, INDIANA.

TAX ID #: 20-13-579-23

For information only : Property Address: 7108 STARLING DRIVE, SCHERERVILLE, IN 46375.



Tax/Parcel Identification No.: 20-13-579-23
**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

CCS Recording Team
Attn: Jason Hind
3001 Leadenhall Road
Mount Laurel, NJ 08054

Loan No: 7102539165

SUBORDINATION AGREEMENT

WHEREAS, Merrill Lynch Credit Corporation, a Delaware corporation ("Merrill Lynch"), whose address is 5201 Gate Parkway, Jacksonville, FL 32256, is the holder of record of the following described Mortgage ("Mortgage"), covering that certain property in LAKE County, State of INDIANA, described in Exhibit A attached hereto and made a part hereof (the "Premises"):

(1) Mortgage executed Mortgage executed by MARIO E. HERNANDEZ AND ANGELINA HERNANDEZ, HUSBAND AND WIFE, dated JULY 15, 2003, to secure a loan in the amount of \$20,000.00 in favor of Merrill Lynch, which Mortgage was recorded on JULY 21, 2003, as BOOK/Instrument No. 2003 075371, in the public records of said County, which loan amount was increased to a new maximum credit amount of \$30,000.00 by modification agreement dated _____, and recorded in BOOK 2003 127420 (the "First Mortgage");

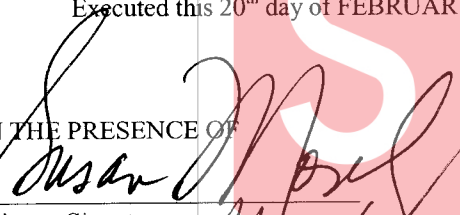
(2) Mortgage executed or to be executed by MARIO E. HERNANDEZ AND ANGELINA HERNANDEZ, HUSBAND AND WIFE, to be recorded concurrently herewith in public records of said County, to secure a loan in the amount of \$232,900.00 in favor of Merrill Lynch (the "Second Mortgage"); and

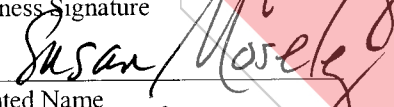
WHEREAS, Merrill Lynch desires to establish the priority of its two liens and desires to establish the Second Mortgage as a first lien on the Premises and to subordinate the lien of the First Mortgage to the lien of the Second Mortgage.

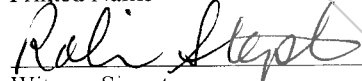
NOW THEREFORE, Merrill Lynch subordinates the lien of the First Mortgage to the lien of the Second Mortgage and declares that the Second Mortgage shall be a first lien on the Premises and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Second Mortgage had been executed, delivered and recorded prior to the First Mortgage.

Executed this 20th day of FEBRUARY, 2009.

IN THE PRESENCE OF


Witness Signature

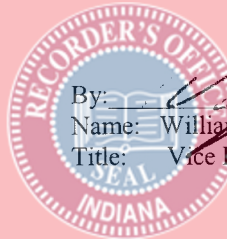

Printed Name


Witness Signature


Print Name

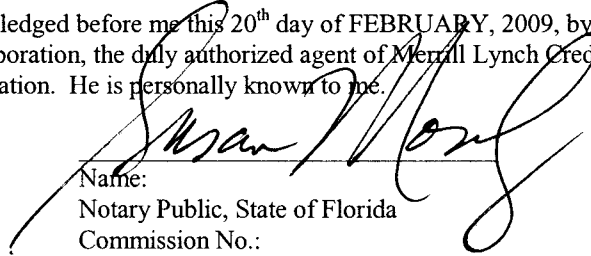
MERRILL LYNCH CREDIT CORPORATION
By: PHH Mortgage Corporation, Authorized Agent


By: _____
Name: William Brian Teague
Title: Vice President



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of FEBRUARY, 2009, by William Brian Teague, Vice President, of PHH Mortgage Corporation, the duly authorized agent of Merrill Lynch Credit Corporation, a Delaware corporation, on behalf of the corporation. He is personally known to me.


Name:
Notary Public, State of Florida
Commission No.:
My Commission Expires:

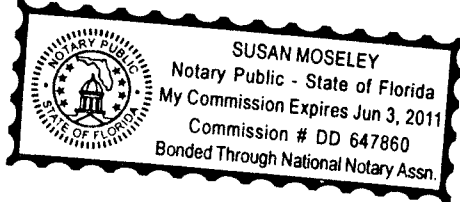


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