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51970070 15 005 Page 1 of 5
2001-02-13 10:55:42
Cook County Recorder 29.50

WHEN RECORDED MAIL TO:

WASHINGTON MUTUAL BANK, FA
540 EAST MAIN ST STB2MOD
STOCKTON, CA 95290

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS



LOAN NUMBER: 0033368770
Prepared By: R. Kane

Space above this line
for Recorder's use only

MODIFICATION OF MORTGAGE AND/OR NOTE

THIS AGREEMENT is made this 30th day of January 2001, by and between I, DANIEL BENNINGHOVEN AND JANICE M BENNINGHOVEN, HUSBAND AND WIFE, hereinafter called Trustor or Borrower, and Washington Mutual Bank, FA, hereinafter called Beneficiary or Lender.

RECITALS

A. On October 14, 1999, Trustor did make, execute and deliver to Washington Mutual Bank, FA, that certain Mortgage with an Adjustable Rate Rider in favor of Washington Mutual Bank, FA, recorded October 20, 1999, as Instrument No. 99982791, in Book n/a, Page n/a, Official Records in the Office of the County Recorder of Cook County, State of Illinois, securing an Adjustable Rate Note in favor of Beneficiary and covering the following described real property:

ATTACHED LONG LEGAL

B. Borrower executed the Note dated October 14, 1999, Loan Number 0033368770 in the original principal amount of \$882,000.00 with current balance of \$866,876.70 as of January 30, 2000. Upon receipt of the signed and notarized modification all funds applied toward the account shall be reversed and reapplied at the modified terms.

C. The Note and/or the Mortgage require one or more changes and/or corrections, and the parties hereto desire to modify said Note and/or Mortgage. Borrower has initialled the necessary changes below.

MODIFICATION

NOW THEREFORE, Borrower and Lender hereby covenant and agree that the Note together with any Addenda thereto and/or the Mortgage together with any Riders thereto shall be modified as follows:

- N/A 1. The legal description in Exhibit "A" is incorrect or inaccurate and the parties hereto agree that the correct legal description of the legal property encumbered by the Mortgage is attached hereto as Exhibit "B".

initials

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N/A 2.
initials

The interest rate first set forth in the Note and recited in the Adjustable Rate Rider to the Mortgage is hereby modified to reflect interest rate as **7.375 %** subject to change in accordance with Section 4 of the Note.

AS JMB 3.
initials

Commencing on the **first** day of **December, 1999**, the monthly installments of principal and interest shall be **\$6,091.76** and shall be paid on the **first** day of each month until said principal and interest have been paid in full in accordance with the terms of said Modification.

AS JMB 4.
initials

The Change Date first set forth in section 4(A) of the Note and recited in the Adjustable Rate Rider to the Mortgage is set forth as **December 1, 1999**, and is hereby modified to correctly reflect the first Change Date as **December 1, 2004**.

AS JMB 5.
initials

The interest rate margin set forth in section 4 (C) of the Note and recited in the Adjustable Rate Rider to the Mortgage is set forth as **2.700 %**, and is hereby modified to correctly reflect the interest rate margin as **2.875 %**.

AS JMB 6.
initials

The Interest Rate Limit set forth in section 4(D) of the Note and recited in the Adjustable Rate Rider to the Mortgage is set forth as **10.950 %**, and is hereby modified to correctly reflect the Interest Rate Limit as **11.950 %**.

N/A 7.
initials

The Payment Change Date first set forth in section 4(E) of the Note and recited in the Adjustable Rate Rider to the Mortgage is erroneously set forth as **n/a , n/a**, and is hereby modified to correctly reflect the first Payment Change Date as **n/a , n/a**.

N/A 8.
initials

The Balloon Rider (Conditional Right to Refinance) to the Mortgage erroneously sets forth the new Maturity Date under the New Loan, as defined therein, as **n/a , n/a**, and is hereby modified to correctly reflect the new Maturity Date of the New Loan as **n/a , n/a**.

AS JMB 9.
initials

The required full monthly payment referred to in Section 4(I) on the Note and Adjustable Rate Rider is hereby modified to reflect that on the **Tenth** anniversary of the due date of the first monthly payment and on that same day every **Fifth** year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

- 10. Except as modified herein, all other terms and conditions of the Note and Adjustable Rate Rider shall remain unchanged and in full force and effect.
- 11. If action be instituted on said Note and/or Adjustable Rate Rider, Borrower promises to pay to Lender any expenses incurred, including, but not limited to, reasonable attorneys' fees and court costs.
- 12. This agreement shall be the joint and several obligation of each maker.

LOAN #0033368770

- 13. In the event any provision of said Note or Mortgage is held to be invalid, this shall not invalidate any of the remaining provisions of the Note, Mortgage or Adjustable Rate Rider.
- 14. Borrower represents that the property described in said Mortgage is subject to no encumbrance subsequent to said Mortgage and that no person or entity, other than the undersigned, has any interest in the property.
- 15. Borrower and Lender agree that in all other respects not inconsistent herewith, the terms of said Mortgage together with any Riders thereto, which are incorporated herein by this reference, shall remain in full force and effect and be binding hereon.
- 16. Trustee is hereby authorized and directed to endorse a memorandum hereof upon said Mortgage and Note. This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

In witness whereof, the parties hereto have executed this agreement on the day and year first above written.


Trustor/Borrower

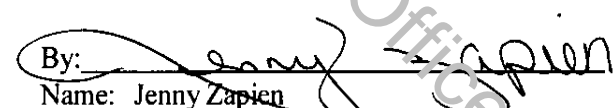

 DANIEL BENNINGHOVEN


 JANICE M BENNINGHOVEN

Beneficiary/Lender

WASHINGTON MUTUAL BANK, FA

By: 
 Name: Myrna Davis
 Its: Assistant Vice President

By: 
 Name: Jenny Zapien
 Its: Assistant Vice President

Loan # 0033368770

THE STATE OF ILLINOIS §

COUNTY OF Cook §

On 2/7/2001 before me, Gail Hill, Notary Public
(Notary Name and Title)

personally appeared Daniel Benninghoven and Janise M. Benninghoven
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.

Signature Gail Hill



(Notarial Seal)

THE STATE OF CALIFORNIA §

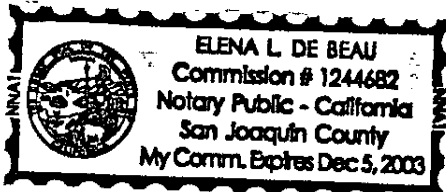
COUNTY OF SAN JOAQUIN §

On January 30, 2001 before me, Elena L. De Beau, Notary Public
(Notary Name and Title)

personally appeared Myrna Davis, AVP and Jenny Zapien, AVP
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 on the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

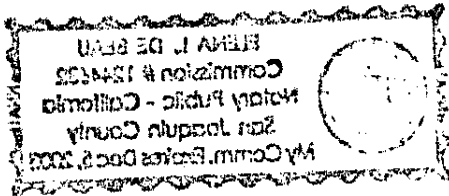
Signature Elena L. De Beau



(Notarial Seal)

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LOAN # 0033368770

LEGAL DESCRIPTION

THE NORTH 28 ½ FEET OF THE SOUTH 184 ½ FEET OF LOT "B", BLOCK 1 IN
THE SUBDIVISION BY THE CATHOLIC BISHOP OF CHICAGO OF LOT 13 IN BRONSON'S
ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX MAP OR PARCEL ID NO.: 17-04-210-007

Which has the address of 1521 and 1523 N DEARBORN PARKWAY, CHICAGO, ILLINOIS 60610