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After recording return to: Washington Mutual Bank, FA 2150 Cabot Blvd West Langhorne, PA 19047 Attn: Group 9, Inc Doc#: 0521422027 Eugene "Gene" Moore Fee: \$32.50 Cook County Recorder of Deeds Date: 08/02/2005 08:00 AM Pg: 1 of 5





MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND SECURITY INSTRUMENT

Loan Number:

677035776

JOSEPH P BURKE LAURA J BURKE

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on <u>June 7, 2005</u> pr and between <u>Washington Mutual Bank, FA</u> ("we," "us," "our," or "Bank") and the other person(s) signing below ("you," "your" or "Borrower").

You and Bank are parties to a home equity line of credit agreement including any riders or previous amendments, the ("Agreement") that establishes an account with an account number ending in the last four digits identified below (the "Account") from which you may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a mortgage, cled of trust, trust indenture, deed to secure debt or other security instrument ("Security Instrument") recorded on <u>04/07/2005</u> as Instrument No. <u>0509706034</u>, in Book or Liber _____, Page(s) _____, in the Official Records of <u>COOK</u> County, Illinois. The Security Instrument secures performance of your obligations under the Agreement and encumbers the property described in the Security Instrument and located at the add ass below (the "Property"), more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

You and Bank agree as follows:

- 1. **Effect of this Modification**. This Modification modifies, amends and supplements the Agreement and Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Agreement or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and Security Instrument shall remain in full force and effect. This Modification will be legally binding and effective upon the parties only when it is signed by each of you and the Bank.
- 2. Modified Terms and Conditions. The terms and conditions of the Agreement and Security Instrument that are modified, amended, and supplemented by this Modification are set forth on the attached Exhibit "B" attached to and incorporated herein as a part of this Modification. The terms used in Exhibit "B" 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 Exhibit "B," or the Agreement or Security Instrument, are capitalized.

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0521422027 Page: 2 of 5

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Borrower requests that a copy of any Notice of Default and of any Notice of Sale under the Security Instrument be mailed to the first Borrower named below at the Property address below.

Last Four Digits of Account No.: 5776

Property Address:

11053 FOUNTAIN HILL DR Orland Park, IL 60467-5664

Washington Wutual Bank, F

Ву: ___

Its:

(Officer Title)

BORROWER(S)

JOSEPH R BURKE

LAURA J BURKE

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0677035776

STATE OF ILLINOIS)
COUNTY OF Cook) ss.)
The foregoing instrument was a	acknowledged before me this 7 day of 1
by JOSEPH P BURKE	and
LAURA J BURKE	and
	and and
	and
Oz	and
70_	and
	\sim \sim \sim \sim \sim
who is/are personally known to me	or has produced <u>Illinais XIII ver License</u>
as identification.	
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	The A Comment
	- College of Guller
	Printed/Typer Name: Shikley Shubkiz
	Notary public in and for the state of
	Commission Number 603033
£	^
OFFICIAL SEAL	
SHIRLEY SCHWARTZ NOTARY PUBLIC - STATE OF ILLINOI	T (
MY COMMISSION EXPIRES:05/13/08	
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	//:-

0521422027 Page: 4 of 5

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CORPORATE NOTARY ACKNOWLEDGEMENT

Loan Number: 677035776

Washington STATE OF)
COUNTY OF King)ss.)
The foregoing instrument was acknowled 2005, by Total Major	edged before me this 8 th day of July
as Vice President and Mana	ger of Washington Mutual Bank, FA.
WITNESS my hand and official seal My commission expires:	Notary Public State of Washington BONNIE J BUCKMEIER My Appointment Expires Jun 4, 2008

0677035776

EXHIBIT "B" ATTACHMENT TO SECURITY INSTRUMENT

Annual Fee: There is no annual fee on your Account.

Cancellation Fee: If you cancel the credit line before 03/18/2008 [36 months following the original Effective Disbursement Date as defined in the Agreement], you will be charged a cancellation fee of .125% of the original line amount or \$500, whichever is greater. In any event, you may not cancel the credit line until you have paid in full all amounts owing under the Agreement and Security Instrument.

Credit Limit: The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$10,000.00, from the current amount of \$25,000.00 to the increased amount of \$35,000.00. All other terms and conditions relating to the credit limit including, without limitation, our ability to reduce the credit limit during any period when certain events have occurred on your obligation not to attempt, request or obtain a credit advance that will cause your Account balance to exceed your credit limit, remain in full force and effect.

Daily Periodic Rate and ANNUAL PERCENTAGE RATE Change Dates: The daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement will change on each day that the index changes, and the index will be determined daily. Any provisions of the Agreement indicating that the daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement may only change monthly, or indicating that the index is determined only as of a specified date of the calendar month, are hereby deleted.

Margin: The margin used in the calculation of the ANNUAL PEPCENTAGE RATE for variable rate advances under the Agreement is hereby charged to 0.0%.

Exhibit "A"

LYING AND BEING LOCATED IN THE VILLAGE OF ORLAND PARK, COUNTY OF COOK, STATE OF ILLINOIS; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 22 IN FOUNTAIN HILL SUBDIVISION PHASE 1, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

parcel # 27-32-306-001-0000

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BANK