



After recording return to:
Washington Mutual, FA
2150 Cabot Blvd. West
Langhorne, PA 19047
Attn: Group 9, Inc.

Doc#: 0526419041 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/21/2005 11:12 AM Pg: 1 of 6

This Modification prepared by:
Nancy Berk-Axelson
Washington Mutual Bank, FA
1301 5th Avenue
Seattle, WA 98101



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

Loan Number: 0679151340

Borrowers: RAYMOND HOPKINS

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on JUNE 4, 2005 by and between Washington Mutual Bank, FA ("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, deed of trust, trust indenture, deed to secure debt or other security instrument ("Security Instrument") recorded on 3/29/2005 as Instrument No. 0508812149, in Book or Liber , Page(s) , in the Official Records of COOK 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 address below (the "Property"), with a Property Identification Number of 16-09-118-040, 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.

SY
PG
MY
BMP
SC

45
BA

UNOFFICIAL COPY

0679151340

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.: 1340

Property Address:

5424 W FERDINAND ST APT 301 Chicago, IL 60644-1984

Washington Mutual Bank, FA

By: *Wendy Derk Allborn*
Its: *VP*

(Officer Title)

BORROWER(S):

Raymond Hopkins
RAYMOND HOPKINS

Property of Cook County Clerk's Office

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0679151340

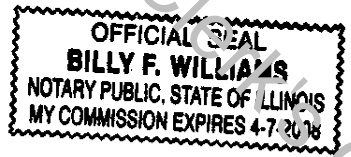
STATE OF ILLINOIS)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me this 4 day of JUNE, 2005
by RAYMOND HOPKINS

_____ and
_____ and
_____ and
_____ and
_____ and
_____ and

who is/are personally known to me or has produced ILLINOIS DRIVERS LICENSE
as identification.

[Signature]
Printed/Typed Name: Billy F. Williams
Notary public in and for the state of Illinois
Commission Number: 81435



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CORPORATE NOTARY ACKNOWLEDGEMENT

Loan Number: 07079151340

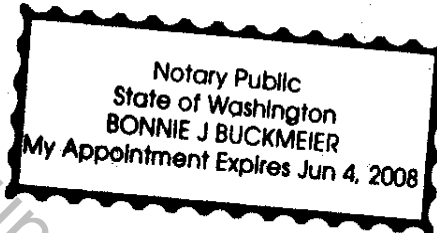
STATE OF Washington)
COUNTY OF King) ss.

The foregoing instrument was acknowledged before me this 25th day of August
2005, by Nancy Berk-Axelson
as Vice President & Manager of Washington Mutual Bank, FA.

WITNESS my hand and official seal

My commission expires: 6/4/08

Bm Buck
Notary Public



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**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 03/10/2008 [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 \$60,000.00, from the current amount of \$20,000.00 to the increased amount of \$80,000.00. 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.

UNOFFICIAL COPY**Exhibit "A"****Loan#: 0679151340**

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

UNIT NUMBER 301 IN THE MERRICK PARK CONDOMINIUM APARTMENTS CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE EAST 40 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 2 IN LYMAN BRIDGE ADDITION TO CHICAGO, SAID BLOCK 2 BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 6 IN MERRICKS SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 16617 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 19327454 AS AMENDED BY RESTATED AND AMENDED DECLARATION RECORDED NOVEMBER 28, 2001 AS DOCUMENT 0011118025 WITH AN UNDIVIDED

PERCENTAGE INTEREST IN SAID EAST 40 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 2 IN LYMAN BRIDGES ADDITION TO CHICAGO, A SUBDIVISION AS AFORESAID (EXCEPTING FROM SAID EAST 40 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 2 ALL THE LAND, PROPERTY AND SPACE KNOWN AS UNITS 1A THROUGH 1D [INCLUSIVE, 1F, 2A THROUGH 2F INCLUSIVE, 3A THROUGH 3F INCLUSIVE AND 4A THROUGH 4F INCLUSIVE, AS SAID UNITS ARE DELINEATED IN SAID SURVEY) IN COOK COUNTY,

ILLINOIS.

Parcel # 16-08-118-040