

Washington Mutual, FA 2150 Cabot Blvd. West Langhorne, PA 19047

After recording return to: Attn: Group 9, Inc.



Doc#: 0526522191 Fee: \$34,50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 09/22/2005 03:49 PM Pg: 1 of 6

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



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

Loan Number:

0662633387

Borrowers: Ricardo Perez

This Modification of Home Equily Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on June 25,2005 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 equily 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 01/21/2005 as Instrument No. 0502115131, in Book or Liber \_\_\_\_\_, Page(s) \_\_\_\_\_, in the Official Records of Cook County, 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 16-20-224-024-0000, more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

You and Bank agree as follows:

- 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.
- 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.

32616 (04/14/05) W6.2

**BANK** 

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### **UNOFFICIAL COPY**

0662633387

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.: 3387

Property Address:

1524 S 59TH CT Cicero, IL 60804-1747

Washington Mutual Bank, FA

By: Tryn Wrond
Its: Find of Content Manager

BORROWER(S).

RICARDO PEREZ

The undersigned executes this instrument only to subordinate any interest he/she may acquire including without reservation any homestead/dower rights and co acknowledge all the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound hereby.

Beatriz Pinacho

BEATRIZ PINACHO

washington Mutual Bank, FA

 $s: \mathcal{M} \sim \mathcal{O}$ 

(Officer Title)

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## **UNOFFICIAL COPY**

0662633387

STATE OF ILLINOIS )	
COUNTY OF COOK ) ss.	
The foregoing instrument was acknowledged before me this 28 day of JUNC by RICARDO PEREZ BEATRIZ PINACHO	, 2005 and and and and and
70	and and
who is/are personally known to me or has produced	
OFFICIAL SEAL ERYN WRONA Notary Public - State of Illinois My Commission Expires Aug 1, 2007  Printed/Type in Name: Fry Wrona  Notary public in and for the state of	
Control of the contro	

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# CORPORATE NOTARY ACKNOWLEDGEMENT

Loan Number: 0002033397

STATE OF Washington )	
)	SS.
COUNTY OF King	
	25 <sup>th</sup> day of August
The foregoing in stri ment was acknowledged before	ore me this day or
2005, by Nancy Berk-Axelson	
as Vice President & Manager	of Washington Mutual Bank, FA.
Ox	
WITNESS my hand and official sea  My commission expires:   U  U  U  U  U  U  U  U  U  U  U  U  U	Notary Public State of Washington
BribullNotary Public	BONNIE J BUCKMEIER My Appointment Expires Jun 4, 2008
	C/6/4'5

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#### EXHIBIT "A" ATTACHMENT TO SECURITY INSTRUMENT

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

THE SUBDIVISION OF LOT 3
OF MANDELL AND HYMAN'S SUBL.
3T 1/4 AND THE WEST 1/2 OF THE NO.
P 39 NORTH, BANGE 13, EAST OF THE Th.
, ILLINOIS.

PARCEL # 16 - 30 - 304-0 24-0000 LOT 4 IN THE SUBDIVISION OF LOT 3 (EXCEPT THE WEST 7 FEET THEREOF) IN BLOCK 15 OF MANDELL AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 ALT THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH FANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

31578 (04/01/04) W5.2

BANK

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#### EXHIBIT "B" ATTACHMENT TO SECURITY INSTRUMENT

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

Cancellation Fee: You will not be charged a cancellation fee for canceling the credit line within 36 months following the effective disbursement date or equivalent date stated in the Agreement. 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 \$189,000.00 to the increased amount of \$199,000.00. 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 kate 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 ANAUAL 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 ANNUP: PERCENTAGE RATE for variable rate advances under the Agreement is hereby changed to -0.25%.

BANK