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

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

POST OF DESCRIPTION OF DESCRIPTION



Doc#: 0529012035 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/17/2005 10:22 AM Pg: 1 of 6



MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND SECURITY INSTRUMENT

Loan Number:

0658817812

Borrowers: AUBREY L THOMPSON

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on August 13, 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 10/25/2004 as Instrument No. 0429912040, 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 17-21-211-056-0000, 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, amands 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.

SPO MY BMR (SO)

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32616 (04/14/05) W6.2

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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.: 7812

Property Address:

1404 S FEDERAL ST Chicago, IL 60605-2740

of Cook County Clark's Office

Washington Mutual Bank, FA

Its: - + no renew / When Wanager

(Officer Title)

BORROWER(5):

AUBREY L THOMPSON

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0658817812

| STATE OF ILLINOIS |) | |
|--|--|------------------------------------|
| COUNTY OF COOK |) ss.) | |
| The foregoing instrument was by AUBREY L THOMPSON | acknowledged before me this 13 th day of light. | , <u>2005</u> and and and |
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| | | and |
| | | and and |
| | | |
| who is/are personally known to me | e or has produced ILDL | |
| as identification. | | |
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| OFFICIAL SEAL MICHELLE R. LEWIS Notary: Public - State of Illinois | Printed Typed Vame: MILHERE R. VEWL | |
| My Commission Expires Jul 7, 2007 | Notary public is and for the state of JUNCIS | |
| | Commission Number: つどうつう | |
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CORPORATE NOTARY

| STATE OF |) | | | |
|--|----------------------|-------------------------|----------------|---|
| COUNTY OF HARRIS |)ss.) | | | |
| The foregoing in strument was acknowledge of the foregoing and the strument was acknowledge of the foregoing and the strument was acknowledge. | edged before me this | ^{9th} day of _ | September | ,,, |
| as Officer WITNESS my hand are official seal | oi | f Washington Mu | utual Bank, FA | Α. |
| My commission expires: 7/2 Notary Public Notary Public | | _ | | DIANE S. PALCHER Notary Public State of Texas My Commission Expires July 23, 2006 |
| | 40 | 94p. | | |
| | | 20 | 0/4 | |
| | Coopt Co | | 75 | O _{ffic} |
| | | | | |

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EXHIBIT "A" ATTACHMENT TO SECURITY INSTRUMENT

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:

LOT 49 IN DEARDORN PRAIRIE TOWNHOMES PHASE 2 OF PART OF BLOCK 7 IN DEARBORN PARK UNIT NO. 2, BEING A RESUBDIVISON OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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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 \$100,000.00, from the current amount of \$250,000.00 to the increased amount of \$350,000.00. All other terms and conditions relating to the credit limit including. Whout 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.

Minimum Daily Periodic Rate and ANNUAL PERCENTAGE RATE: The daily periodic rate and ANNUAL PERCENTAGE RATE that will apply to variable rate advances under the Agreement will be determined as set forth in the Agreement. However, any provisions of the Agreement that provide for a minimum daily periodic rate and minimum ANNUAL PERCENTAGE RATE are hereby deleted.

Minimum Daily Periodic Rate and ANNUAL PERCENTAGE PATE: The minimum daily periodic rate that will apply to variable rate advances under the Agreement is hereby changed to 0.000% (corresponding to a minimum ANNUAL PERCENTAGE RATE of 0.000000 %).

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 PERCENTAGE RATE for variable rate advances under the Agreement is hereby changed to 0.0%.