



Doc#: 0532622085 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/22/2005 11:52 AM Pg: 1 of 6

After recording return to:
Washington Mutual, FA
2005 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



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

Loan Number: 0645603408

BORROWER(S): Robert S. Miller & Evelyn C. Miller

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on September 8, 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 04/22/2004 as Instrument No. 0411315121, 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 07-23-310-009-0000, 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, 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
P6
MY
BANK
SC

445 ✓

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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.: 3408

Property Address:

500 E Beech Dr Schaumburg, IL 60193

Washington Mutual Bank, FA

By: [Signature]
Its: Branch Manager
(Officer Title)

BORROWER(S)

[Signature]
ROBERT S MILLER

[Signature]
EVELYN C MILLER

Property of Cook County Clerk's Office

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0645603408

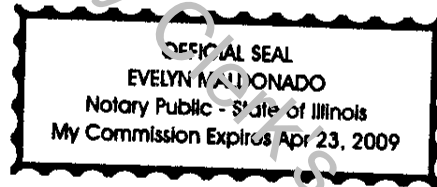
STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The foregoing instrument was acknowledged before me this 19TH day of SEPTEMBER, 2005
by ROBERT S MILLER _____ and
EVELYN C MILLER _____ and

_____ and
_____ and
_____ and

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

Evelyn Maldonado
Printed/Typed Name: EVELYN MALDONADO
Notary public in and for the state of ILLINOIS
Commission Number: 529036



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CORPORATE NOTARY ACKNOWLEDGEMENT

Loan Number: 0645663409

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

The foregoing instrument was acknowledged before me this 22 day of September,
2005, by Jennifer Ewalt
as Operations Manager of Washington Mutual Bank, FA.

WITNESS my hand and official seal

My commission expires: 2/1/07

Mandy P. Munger
Notary Public

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EXHIBIT "A" ATTACHMENT TO SECURITY INSTRUMENT

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

LOT 9, BLOCK 1 OF LEXINGTON VILLAGE, UNIT TWO, SUBDIVISION OF PART OF THE
SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THIRD
PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS
ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS
OF COOK COUNTY, ILLINOIS, ON JANUARY 22, 1981 AS DOCUMENT NO. 25746655.

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0645603408

EXHIBIT "B"
ATTACHMENT TO SECURITY INSTRUMENT

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

Credit Limit: The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$210,000.00, from the current amount of \$40,000.00 to the increased amount of \$250,000.00. 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.

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 RATE: 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.