

# UNOFFICIAL COPY

After recording return to:  
Washington Mutual Bank, FA  
2005 Cabot Blvd. West

Langhorne, PA 19047  
Attn: Group 9, Inc.

This Mortgage prepared by:  
Melinda Parks  
Washington Mutual Bank, FA  
20816 44TH AVE WEST, BLDG B  
LYNNWOOD, WA 98036



Doc#: 0603212088 Fee: \$40.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/01/2006 02:30 PM Pg: 1 of 9



## MODIFICATION OF THE WaMu Equity Plus™ AGREEMENT AND SECURITY INSTRUMENT

Grantor/Mortgagor:  
ROBERT E. FILA AKA ROBERT FILA AND ANTOINETTE FILA

Loan Number: 0626170559

Borrower(s):  
ROBERT E. FILA

ANTOINETTE FILA

This Modification of the WaMu Equity Plus(TM) Agreement and Security Instrument ("Modification") is made and entered into on January 17, 2006 by and between Washington Mutual Bank, FA ("we," "us," "our," or "Bank") and the other person(s) signing below ("Borrower" or "Grantor/Mortgagor," as applicable)

Borrower and Bank are parties to a WaMu Equity Plus agreement including any riders or previous amendments, the ("Agreement") that establishes an account with a loan number identified above (the "Account") from which Borrower 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") executed by Grantor/Mortgagor and recorded on 11/18/2004 as Instrument No. 0432315076, in Book or Liber           , Page(s)           , in the Official Records of COOK County, Illinois. The Security Instrument secures performance of Borrower's 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 28-18-216-020 more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

Borrower, Grantor/Mortgagor, 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

SY  
PQ  
MY  
BMR  
SA

505

# UNOFFICIAL COPY

0626170559

legally binding and effective upon the parties only when it is signed by each Borrower, Grantor/Mortgagor, 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.

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.

Property Address:

15400 ORCHARD LN OAK FOREST, IL 60452-1613

Washington Mutual Bank, FA

By:

*Teri McDonald*  
\_\_\_\_\_  
(Bank Officer Signature)

*Teri McDonald*  
\_\_\_\_\_  
(Printed Name)

Its:

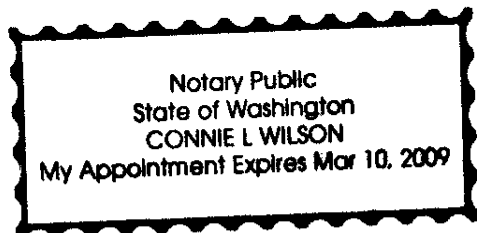
*Officer*  
\_\_\_\_\_  
(Officer Title)

STATE OF ~~ILLINOIS~~ *Washington* )  
COUNTY OF *Snohomish* ) SS

The foregoing instrument was acknowledged before me this 17 day of Jan 2009 by Teri McDonald as Officer of Washington Mutual Bank, FA.

WITNESS my hand and official seal

My commission expires: 3/10/09  
*Connie L Wilson*  
\_\_\_\_\_  
Notary Public



# UNOFFICIAL COPY

0626170559

By signing below, each Grantor/Mortgagor accepts and agrees to the terms of the Security Instrument as amended and supplemented by this Modification.

GRANTOR/MORTGAGOR:

*Robert E. Fila* <sup>AKA</sup> *Robert Fila*  
ROBERT E. FILA AKA ROBERT FILA

*Antoinette Fila*  
ANTOINETTE FILA

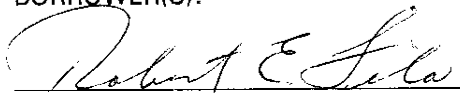
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

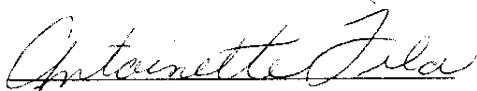
0626170559

By signing below, each Borrower accepts and agrees to the terms of this Modification.

BORROWER(S):



ROBERT E. FILA



ANTOINETTE FILA

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

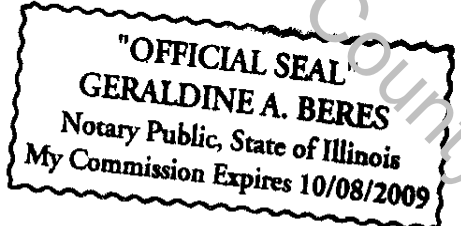
0626170559

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 18 day of JAN, 2006  
by ROBERT E. FILA AKA ROBERT FILA and  
ANTOINETTE FILA and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ and

who is/are personally known to me or has produced DRIVER'S LIC  
as identification.

Geraldine A. Beres  
Printed/Typed Name: GERALDINE A. BERES  
Notary public in and for the state of IL  
Commission Number: 451969



# UNOFFICIAL COPY

0626170559

## EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

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

LOT 20 IN BLOCK 7 IN BRUNO JONIKAS FOREST VIEW HILL UNIT NUMBER 8, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

0626170559

## EXHIBIT "B" ATTACHMENT TO MODIFICATION AGREEMENT

**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 \$30,000.00, from the current amount of \$50,000.00 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.

**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.

**Margin:** The margin used in the calculation of the ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement is 0.000%.

**Auto Pay Service for Variable Rate Advances:** The amount of the Margin for your Variable Rate Advances will be affected by how you decide to make payments on the Variable Rate Advances. You may decide whether to make payments on your Variable Rate Advances by making direct payments to us or by authorizing automatic loan payments from an account that you designate (which is our "Auto Pay" service). Your decision whether or not to authorize our Auto Pay service will not affect the availability of the Variable Rate Advances. If you authorize our Auto Pay service for the Variable Rate Advances, the Margin will be discounted (that is, it will be

**UNOFFICIAL COPY**

0626170559

**EXHIBIT "B" CONTINUED  
ATTACHMENT TO MODIFICATION AGREEMENT**

reduced) by either 0.250%, if the account you designate to make the Auto Pay payments is maintained with Washington Mutual Bank, FA, or 0.000%, if that account is maintained with an institution other than Washington Mutual Bank, FA. If you authorize our Auto Pay service, the discount will be put into effect as of a date that we select.

If you have authorized our Auto Pay service for the Variable Rate Advances and thereafter the Auto Pay service for the Variable Rate Advances is terminated by you or us for any reason, the discount that you have received on the Margin for the Variable Rate Advances will be eliminated. Specifically, the Margin will increase on the day that the Auto Pay service is terminated by 0.250%, if the account designated to make the Auto Pay payments is maintained with Washington Mutual Bank, FA, or 0.000%, if that account is maintained with any other institution. If the account designated to make Auto Pay payments is changed from an account maintained at Washington Mutual Bank, FA to an account maintained at any other institution, the discount that you have received on the Margin for the Variable Rate Advances will be reduced. Specifically, the Margin will increase by 0.250% on the day the account designated to make Auto Pay payments is changed to an account maintained at another institution. In any such event, the increase in the Margin will result in a simultaneous increase in the ANNUAL PERCENTAGE RATE (subject to any further increases or decreases that result from a change in the Index) for the Variable Rate Advances by the same amount (i.e., by 0.250% or 0.000%, as applicable), and the Daily Periodic Rate for the Variable Rate Advances will also be simultaneously changed to an amount that is equal to the new ANNUAL PERCENTAGE RATE divided by 365 (366 in a leap year). Following any termination of our Auto Pay service, the increased Daily Periodic Rate and ANNUAL PERCENTAGE RATE will not be greater than the maximum Daily Periodic Rate and ANNUAL PERCENTAGE RATE. Increases in the Daily Periodic Rate and ANNUAL PERCENTAGE RATE will increase your Minimum Payment and periodic FINANCE CHARGES and, if these rates are increased in the last billing period prior to the Maturity Date, then your Balloon Payment due on the Maturity Date will also increase.

If the Index, or any substitute Index, is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to that of the prior Index, and the Margin will be changed so that the new Index plus the Margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the ANNUAL PERCENTAGE RATE in effect at the time the prior Index becomes unavailable (plus any increase in the Margin that results from any termination of the Auto Pay service or any change in the account designated to make Auto Pay payments,