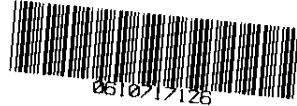


# UNOFFICIAL COPY



Doc#: 0610717126 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/17/2006 01:13 PM Pg: 1 of 7

After recording return to:  
Washington Mutual Bank, FA  
Consumer Loan Records Center  
1170 Silber Rd  
Houston, TX 77055  
Attn: Mailstop: CLRVLTTX

This Mortgage prepared by:  
Rebekah Hall  
Washington Mutual Bank, FA  
20816 44TH AVE W BLDG B  
LYNNWOOD, WA 98036-7702



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

Grantor/Mortgagor:

Loan Number: 0678969353

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 28TH DAY OF MARCH, 2005 KNOWN AS TRUST NUMBER 1114188

20617503

WHEN RECORDED RETURN TO:  
Old Republic Title  
Attn: Post Closing-Recording  
320 Springs de Dr.  
Suite 320  
Akron, OH 44300



Borrower(s):

MARK L DORNAN

This Modification of the WaMu Equity Plus(TM) Agreement and Security Instrument ("Modification") is made and entered into on March 29, 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 06/22/2004 as Instrument No. 0417447021, 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 09-12-205-028 more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

Borrower, Grantor/Mortgagor, and Bank agree as follows:

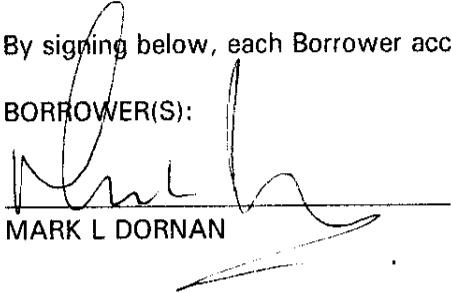
1. **Effect of this Modification.** This Modification modifies, amends and supplements the Agreement and Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Agreement or Security Instrument, the provisions of this Modification 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

# UNOFFICIAL COPY

0678969353

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

BORROWER(S):



A handwritten signature in black ink, appearing to read 'Mark L. Dornan', is written over a horizontal line. Below the line, the name 'MARK L DORNAN' is printed in a standard sans-serif font.

MARK L DORNAN

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0678969353

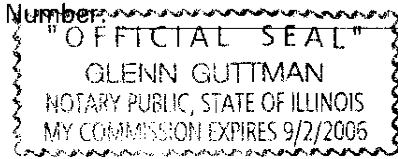
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2006  
by MARK L DORNAN \_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ and

who is/are personally known to me or has produced \_\_\_\_\_  
as identification.

Property of Cook County Clerk's Office

Glenn Guttman  
Printed/Typed Name: Glenn Guttman  
Notary public in and for the state of Illinois  
Commission Number: \_\_\_\_\_



# UNOFFICIAL COPY

0678969353

## EXHIBIT "B" ATTACHMENT TO MODIFICATION AGREEMENT

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

**Cancellation Fee:** If you cancel the credit line before 06/16/2007 [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 \$500.00, 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 \$25,000.00, from the current amount of \$100,000.00 to the increased amount of \$125,000.00. 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.

**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 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.

# UNOFFICIAL COPY

0678969353

## EXHIBIT "B" CONTINUED ATTACHMENT TO MODIFICATION AGREEMENT

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.

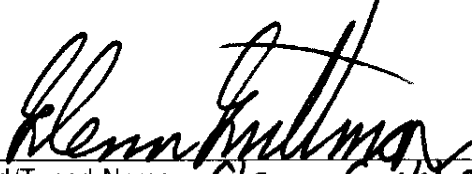
If the Index, or any substitute Index, is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to that of the prior Index, and the Margin will be changed so that the new Index plus the Margin will result in an ANNUAL PERCENTAGE RATE that 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, as described above).

# UNOFFICIAL COPY

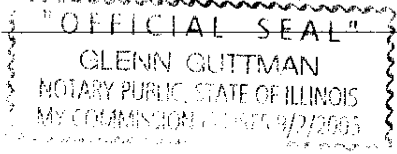
0678969353

STATE OF Illinois )  
 ) ss.  
COUNTY OF COOK )

SWORN TO and subscribed before me on 4/5/06, by Mark L Dornan,  
who is/are personally known to me or who has produced IL State D.L.  
as identification.



Printed/Typed Name: Glenn Guttman  
Notary public in and for the state of Illinois  
Commission Number: \_\_\_\_\_



File No.: \_\_\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Deed #1 Notes For: 17-20606773

## EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS, TO WIT:

LOT 3 IN BLOCK "A" IN GLENVIEW PARK MANOR UNIT NO. 5, A SUBDIVISION OF PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 12, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT 1200829.

NOTE: FOR STREET NUMBERING PURPOSES KNOWN AS 531 BRIARHILL LANE, GLENVIEW, IL.

TAX ID#: 09-12-205-028-0000

Property of Cook County Clerk's Office