# **UNOFFICIAL CO**

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

Langhorne, PA 19047 Attn: Group 9, Inc.

This Mortgage prepared by: Ayesha Saiyed Washington Mutual Bank, FA 20816 44TH AVE W BLDG B LYNNWOOD, WA 98036-7702 Doc#: 0612816022 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/08/2006 02:22 PM Pg: 1 of 8

Was in ton Mutual

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

Grantor/Mortgagor Loan Number: 0649112059 KEVIN W CROWLEY, A MARRIED INDIVIDUAL, JOINED BY SPOUSE, BERNADETTE CROWLEY OxCoox

Borrower(s):

KEVIN W CROWLEY

BERNADETTE CROWLEY

Inis Modification of the	WaMu Equity Flus (TM)	Agreement and	Security Instrument
( iviodification") is made and	entered into on	April 20, 2006	by and between
Washington Mutual Bank, FA	_ ("we," "us," "our," o.	"Bank") and the otl	her person(s) signing
below ("Borrower" or "Grantor/Mo	ortgagor," as applicable,.		
Borrower and Bank are partie or previous amendments, the ("A identified above (the "Account") for basis from Bank. The Agreement is secure debt or other security instand recorded on09/10/2004, Page(s), in Illinois. The Security Instrument	Agreement") that established with the stablished with the stablished with the stablished with the official Records to secure a secure of the s	agreement agreement lishes are account ay obtain c.ed'r advice, deed of trust, trust ment") executed by 0. 0425406031 of COOk	with a loan number ances on a revolving st indenture, deed to y Grantor/Mortgagor , in Book or Liber County,
Agreement and encumbers the	property described in	the Security Inetr	umont or a leasted
ac the address below (the	"Property"), with a more	Property Indentify	cation Number of
attached to and incorporated hereir	n as part of this Modific	ation.	Jed III EXNIDIT "A"

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

32616 (09/28/05) W6.4

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Page 1 of 5



0612816022 Page: 2 of 8

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0649112059

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 Add. es.s
114 PROSPECT DR Barrington, IL 60010-4719
Washington Mutual Bank, FA
By: Les Les
(Bank Officer Signature)
TESS HYWTER
(Printed Name)
7
Its: <u>JR. ZOAN COORI)</u> , NA ON
(Officer Title)
STATE OF HEINOIS I MACHINETON
$\tau_{c}$
71N
COUNTY OF CALOHOAN'S TON')
COUNTY OF CO.
COUNTY OF CALOHOMISTON
The foregoing instrument was acknowledged before me this day of 64, 06, by
- 1052 HINVITE AS CT : 100 11 10 200 0 100
Washington Mutual Bank, FA
VITNESS my hand and official seal
State of Washington
HELEN TRUONG NGUYEN My Appointment Expires Jon 20, 2010
Motary Public

32616 (09/28/05) W6.4

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Page 2 of 5

0612816022 Page: 3 of 8

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

or Coot County Clerk's Office

GRANTOR/MORTGAGOR:

KEVIN W CROWLEY

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

BERNADETTE CROWLE

0612816022 Page: 4 of 8

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

BORROWER(S):

KEVIN W CROWLEY

Dropperty of Coot County Clerk's Office

32616 (09/28/05) W6.4

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0612816022 Page: 5 of 8

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•	0649112059
STATE OF ILLINOIS	)
COUNTY OF COOK	) SS )
DY KLVIN W CHOWLEY	edged before me this <u>32</u> day of <u>April</u> 2016 and
BERNADETTE CROWLEY	and
	and
	and and
	and
	and
who is/are personally known to me or has as identification.	produced State Drivers Ucense
OFFICIAL SEAI TRACIE WEYMOUTH NOTARY PUBLIC, STATE OF ILLI IOIS MY COMMISSION EXPIRES 9-5-2008	Printed/Typed Name: Track Weymouth
······································	Notary public in and for the state of
4	Commission Number: 517146
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	$O_{x}$
	Commission Number: 517146

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#### EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

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

LOT 7 IN BARRINGTON HILLCREST ACRES FIRST ADDITION, BEING A SUBDIVISION OF THE NORTH 1333.0 FEET OF THE WEST 964.0 FEET OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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0612816022 Page: 7 of 8

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#### 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 08/30/2007 [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 Gradit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$83,480.00, from the current amount of \$130,000.00 to the increased amount of \$213,480.00. All other terms and conditions relating to the credit limit including, without initiation, 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 PERCENTACE 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 0.350%.

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.

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#### 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 payrier ts 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 vill 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 Marcin will result in a simultaneous increase in the ANNUAL PERCENTAGE FA F (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 Auvances 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).