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After recording return to: Washington Mutual Bank Doc#: 0620226010 Fee: \$38.50 2005 Cabot Blvd. West Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Langhorne, PA 19047 Date: 07/21/2006 09:22 AM Pg: 1 of 8 Attn: Group 9, Inc. This Modification Agreement was prepared by: **Ernest Morton** Washington Mutual Bank 3200 SOUTHWEST FWY FL 24 HOUSTON, TX 77027-7542 Washington MODIFICATION OF THE WaMu Equity Plus Mutual AGREEMENT AND SECURITY INSTRUMENT Grantor/Mortgagor Loan Number: 0663555928 Ox Cook C **GRAZYNA STRUZIK** Borrower(s): **GRAZYNA STRUZIK** This Modification of the WaMu Equity Plus (1/4) Agreement and Security Instrument ("Modification") is made and entered into on June 23, 2006 by and between Washington Mutual Bank ("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 10/19/2004 on as Instrument No. 0429312182 , in Book or Liber , in the Official Records of соок County, Illinois. 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"), Property Indentification Number 07-08-300-019-1087 more particularly described in Exhibit "A" attached

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

to and incorporated herein as part of this Modification.

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

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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 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 Instrumant be mailed to the first Borrower named below at the Property address below.

Property Address:				
	1725 ROBIN LN APT C HO	DFFMAN ESTATES, IL	. 60169-1139	
Washington Mutua	ll Bank			
By: Number	Officer Signature)			
William	(Printed Name)	Co.		
lts: Officer	(Officer Title)	County Ca		
			9,,	
Texas	(ymc)		750	
STATE OF-ILLINOL	S.	•		
COUNTY OF	Harris	) SS )		
William 1.	rument was acknowledged LOCH gton Mutual Bank	before me this 26th as 0 thicar	day of June, zoog	, by of
WITNESS my hand	•	MINISTER STATES	YVONNE MARIE CURRY	
My commission ex	pires: 9/27/2006		Notary Public, State of Texas My Commission Expires	
Chance 7	Marie Curry	Mainte Marian	September 27, 2006	
No	tary Public	***************************************		

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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.

GRANTOR/MORTGAGØR:

GRAZYNA STRUZIK

Property of Cook County Clerk's Office

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

BORROWER(S):

GRAZYNA STRUŽIK

Property of Cook County Clerk's Office

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			· ·	063555928
STATE OF ILLINOIS	)			
COUNTY OF	) SS )			
The foregoing instrument  JUNE , GRAZYNA STRUZIK	was acknowledged 2006 by:	before me	this <u>23PD</u>	day o
				and
				and and
				and
who is/are persona"y known to m	e or has produced	IL DI'S		
OFFICIAL SEAL MAGDALENA KRUPA Notary Public - State of Illinois My Commission Expires Jun 7, 20	saa kaa waxaan waxaa ka		State of Tu	INDIC

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## EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

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

UNIT NUMBER "C". 1725 V ROBIN WALK, HOFFMAN ESTATES, ILLINOIS, IN THE MOCH LAKE VILLAGE TWO STORY CONDOMINIUM, AS DELINEATED ON THE SURVEY OF:

CERTAIN LOTS IN SETER ROBIN FARMS UNIT ONE, BEING A SUBDIVISION
OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH,
EAST OF THE THIRD FRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED NOVEMBER 14, 1969 AS DOCUMENT 21013530, IN COOK
COUNTY, ILLINOIS, WHICH SUNCY IS ATTACHED AS EXHIBIT "B" TO THE
DECLARATION OF CONDOMINIU'M RECORDED AS DOCUMENT 24686037,
TOGETHER WITH ITS UNDIVIDED FRACENTAGE INTEREST IN THE COMMON
ELEMENTS, AS DEFINED AND SET FORTH IN THE DECLARATION, AS
AMENDED FROM TIME TO TIME, IN COOL COUNTY, ILLINOIS.

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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 09/29/2007 [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 \$12,800.00, from the current amount of \$20,000.00 to the increased amount of \$32,800.00. 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 as 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 PATE for variable rate advances under the Agreement is 0.650%.

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, or 0.000%, if that account is maintained with an institution other than Washington Mutual Bank. 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 paying is maintained with Washington Mutual Bank, or 0.000%, if that account is meintained with any other institution. If the account designated to make Auto Pay payments is changed from an account maintained at Washington Mutual Sank to an account maintained at any other institution, the discount anat 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 re iodic Rate and ANNUAL PERCENTAGE RATE will not be greater than the maximum Daily Periodic Rate and ANNUAL PERCENTAGE RATE. Increases in the Dail, Periodic Rate and ANNUAL PERCENTAGE RATE will increase your Minimum Paymen 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.

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).