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

Doc#: 0622706046 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/15/2006 11:39 AM Pg: 1 of 8

Langhorne, PA 19047 Attn: Group 9, Inc.

This Modification Agreement was prepared by: Katrina Neugent Washington Mutual Bank 3200 SOUTHWEST FWY FL 24 HOUSTON, TX 77027-7542



MODIFICATION OF THE WaMu Equity Plus AGREEMENT AND SECURITY INSTRUMENT

Grantor/Mortgagor:	Loan Number	: 0649114030
EILEEN VIEAU AS TRUSTEF UNDER THE EILEE	N VIEAU TRUST DATED JUNE 15,	1998
Ox		
Borrower(s):		
FILEEN VIEAU		
	0,	
This Modification of theWaMu Equit	y Plus (17/1) Agreement and Sec	urity Instrument

Borrower(s): **EILEEN VIEAU**

(Wodification) is made and entered into	Plus (1/4) Agreement and Security Instrument on July 20, 2006 by and between
below ("Borrower" or "Grantor/Mortgagor," as app	Our." or "Bank") and the other person(a) signing
above (the "Account") from which Borrower may Bank. The Agreement is secured by a mortgage, do or other security instrument ("Security Instrument on06/28/2005 as Instrument NoPage(s), in the Official Records ofSecurity Instrument secures performance of Borencumbers the property described in the Security I "Property"), with a Property	obtain credit advances on a revolving basis from deed of trust, trust indenture, deed to secure debt t") executed by Grantor/Mortgaryor and recorded 0517916275 , in Book or Liber COOK County, Illinois. The rrower's obligations under the Agreement and Instrument and located at the address below (the Indentification Number of Differ particularly described in Exhibit 1941 at the

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

32616 (02/17/06) w7.2

BANK

Page 1 of 5

0622706046 Page: 2 of 8

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0649114030

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

Property Address:
488 W HAPPFIELD DR ARLINGTON HEIGHTS, IL 60004-7136
Washington Mutual Bank
By: Ch (Bank Officer Signature)
Printed Name)
Its: AWMMZed Symu (Officer Title) STATE OF ILLINOIS - Local Symu (Officer Title)
T'S
COUNTY OF Tavis
The foregoing instrument was acknowledged before me this Diction of July , 2000 b Washington Mutual Bank
WITNESS my hand and official seal
My commission expires: Accost 13, 8006 PATRICIA RICCI
Notary Public Notary Public Notary Public Notary Public State of Texas My Commission Expires August 13, 2000

32616 (02/17/06) w7.2

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Page 2 of 5

0622706046 Page: 3 of 8

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0649114030

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:

EILEEN VIEAU AS TRUSTEE UNDER THE EILEEN VIEAU TRUST DATED JUNE 15,

Noberty of Cook County Clerk's Office

0622706046 Page: 4 of 8

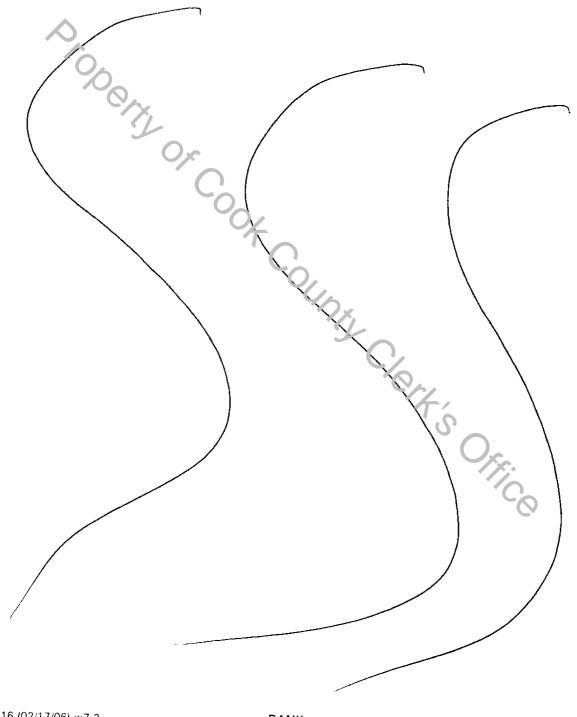
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By signing below, each Borrower accepts and agrees to the terms of this Modification.

BORROWER(S):

sleen Wear



32616 (02/17/06) w7.2

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Page 4 of 5

0622706046 Page: 5 of 8

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0649114030 STATE OF ILLINOIS) SS COUNTY OF COOK The foregoing instrument was acknowledged before me this **ZO** day of _____, <u>2006</u> by: EILEEN VIEAU and and and and and and and who is/are personally known to me or has produced Illinois Drivers License as identification. Printed/Typed Name: Tracia L. Harry Sca.

Notary public in and for the state of 12 OFFICIAL SEAL JESSICA L THOMPSON

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EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

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

UNIT 11 C CEFT IN BUILDING 11 IN WESTRIDGE TOWNHOMES CONDOMINIUM AS DELINEA 12D ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; PART OF LOT 1 IN WESTRIDGE UNIT 1, BEING A SUBDIVISION IN THE SOUTH FAST 1/4 AND ALSO PART OF THE SOUTH EAST 1/4 BOTH FALLING IN SECTION 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MEHICIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 86506027, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, IL.

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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 06/06/2008 [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 clocit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$10,000.00, from the current amount of \$20,000.00 to the increased amount of \$30,000.00. 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 cotain 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 TATE 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, 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 its is maintained with Washington Mutual Bank, or 0.000%, if that account is majortained with any other institution. If the account designated to make Auto Pay payments is changed from an account maintained at Washington Mutual Fark to an account maintained at any other institution, the discount mat 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 Naruin 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 % o. 0.000%, as applicable), and the Daily Periodic Rate for the Variable Rate / d) ances 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 Ferlodic 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).