



After recording return to:
WASHINGTON MUTUAL BANK
2005 CABOT BLVD. WEST

Doc#: 0626422019 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/21/2006 09:49 AM Pg: 1 of 9

LANGHORNE, PA 19047
ATTN: GROUP 9, INC.

This Modification Agreement was prepared by:
EVA LENZE
WASHINGTON MUTUAL BANK
20816 44TH AVE W BLDG B
LYNNWOOD, WA 98036-7702



MODIFICATION OF THE WaMu Equity Plus™ AGREEMENT AND SECURITY INSTRUMENT

Grantor/Mortgagor: SHEILA THOMAS, WHO ACQUIRED TITLE AS , SHEILA JONES, A MARRIED INDIVIDUAL JOINED BY SPOUSE, KEVIN THOMAS
Loan Number: 0673756771

Borrower(s):
SHEILA THOMAS

This Modification of the WaMu Equity Plus(TM) Agreement and Security Instrument ("Modification") is made and entered into on September 1, 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 on 08/23/2005 as Instrument No. 0523506020, 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 28-10-416-045-1011 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

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

Property Address:

14960 PULASKI RD UNIT 11 Midlothian, IL 60445

WASHINGTON MUTUAL BANK

By: *Giovanni Costales*
(Bank Officer Signature)

GIOVANNI COSTALES
(Printed Bank Officer Name)

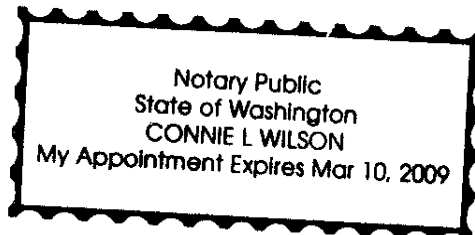
Its: SR. LOAN COORDINATOR
(Bank Officer Title)

STATE OF ~~ILLINOIS~~ ^{Wash} Washington)
COUNTY OF Snohomish) SS

The foregoing instrument was acknowledged before me this 1st day of Sept. 2006 by Giovanni Costales as Sr. Loan Coord. of WASHINGTON MUTUAL BANK
(Printed Bank Officer Name) (Bank Officer Title)

WITNESS my hand and official seal

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



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

BORROWER(S):

Sheila Thomas
SHEILA THOMAS

Property of Cook County Clerk's Office

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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/MORTGAGOR:

Sheila Thomas Sheila Jones

SHEILA THOMAS, WHO ACQUIRED TITLE AS , SHEILA JONES

THE UNDERSIGNED JOINS IN THE EXECUTION AND DELIVERY OF THIS SECURITY INSTRUMENT TO SUBORDINATE ANY INTEREST HE OR SHE MAY HAVE OR MAY ACQUIRE IN THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION, ANY HOMESTEAD OR MARITAL RIGHTS, AND TO ACKNOWLEDGE ALL THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDERS HERETO.

Kevin Thomas

KEVIN THOMAS

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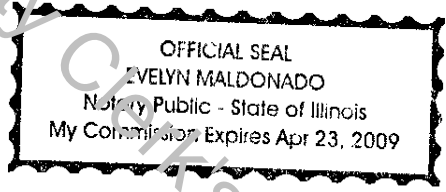
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 6TH day of SEPTEMBER, 2006 by:
SHEILA THOMAS, WHO ACQUIRED TITLE AS , SHEILA JONES and
KEVIN THOMAS and

_____ and

who is/are personally known to me or has produced ILLINOIS DRIVERS LICENSE and ILLINOIS STATE ID as identification.

Evelyn Maldonado
Printed/Typed Name: EVELYN MALDONADO
Notary public in and for the state of ILLINOIS
Commission Number: 529036



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EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

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

UNIT 11 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN WILLOW CREST CONDOMINIUM NO. 1 AS DELINEATED AND DEFINED IN THE DECLARATION FILED AS DOCUMENT NO. LR 2788249, IN SECTION 10 AND 15 TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS FILED AS DOCUMENT NO. LR 2788248 AND AS CREATED BY DEED FILED AS DOCUMENT NO. LR 2806499 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

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

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

Cancellation Fee: You will not be charged a cancellation fee for canceling the credit line within 36 months following the effective disbursement date or equivalent date stated in the Agreement. 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 \$8,933.00, from the current amount of \$11,767.00 to the increased amount of \$20,700.00. 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 0.000000% (corresponding to a minimum ANNUAL PERCENTAGE RATE of 0.000 %).

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 1.650%.

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