After recording return to: WASHINGTON MUTUAL BANK 444 OXFORD VALLEY ROAD **SUITE 300** LANGHORNE, PA 19047 ATTN: GROUP 9, INC.

This Modification Agreement was prepared by: STEYE VANESSENBERG WASHINGTON MUTUAL BANK 20855 STONE OAK PKWY BLDG B SAN ANTOWN, TX 78258-7429

Doc#: 0712139131 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/01/2007 02:04 PM Pg: 1 of 8

Washington Mutual

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

Grantor/Mortgagor: Loan Number: 0663697365 DONG U LEE AND KYUNG AH YOON WHO ACQUIRED TITLE AS KYUNG AH LEE

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DONG U LEE AND KYUNG AH YOON WHO ACQUIRED TITLE AS KYUNG AH LEE
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Borrower(s):
CYUNG AH YOON
This Modification of the WaMu Equity Plus(TM) Agreement and Security Instrument
"Modification") is made and entered into onMarch 16, 2007by_and_between
WASHINGTON MUTUAL BANK ("we," "us," "our," or "Bank"), and the other person(s) signing pelow ("Borrower" or "Grantor/Mortgagor," as applicable).
as applicable).
Borrower and Bank are parties to aWaMu 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 or 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/Mortgage and recorded
on 09/13/2006 as Instrument No. 0625602114 in Book or tipor
rage(s) , in the Official Records of COOK County Whatie 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 Indentification Number of
Property"), with a Property Indentification Number of 03-02-419-008 more particularly described in Exhibit "A" attached
o and incorporated herein as part of this Modification.
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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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Page 2 of 5

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:		
301 LINDEN LN WHEELING, IL 60090-3145		
WASHINGTON MUTUAL B. (M.)  By:  (Bank Officer Signature)  (Printed Bank Officer Name)  (Bank Officer Title)  TOTAS  STATE OF ILLINOIS		
The foregoing instrument was acknowledged before me this 22 day of Marca, 2007, by  Daniel Parrish as TeamLead 0		
(Printed Bank Officer Name) WASHINGTON MUTUAL BANK  WITNESS my hand and official seal  My commission expires: March 24, 2010  My Commission Expires March 24, 2010  Notary Public  (Bank Officer Title)  (Bank Officer Title)		

**BANK** 

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0712139131 Page: 3 of 8

### UNOFFICIAL COPY

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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:** 

KYUNG AH YOON

Stopperity of Cook County Clerk's Office DONG U LES

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

BORROWER(S):

KYUNG AH YOOM

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STATE OF ILLINOIS ) ) SS	
COUNTY OF COOK	
The foregoing instrument was acknowledged before me this MARCH by:  KYUNG AH YOON  DONG U LEE	and and
	and and
	and
	and and
OFFICIAL SEAL ERIK LUDEKS Notary Public - State of Illinois My Commission Expires Nov 20, 2010  Printed/Typed Name: ERIK Notary public in and for the s Conmission Number: 4 6	state of

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### EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

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

UNIT 3-B LOT 3 (EXCEPTING THE NORTHWESTERLY 0.44 FEET, EXCEPTING THE SOUTHEASTERLY 1.54 FEET THEREOF) IN CLUSTER 43 IN SHADOW BEND PHASE II A SUBDIVISION OF A TRACT OF LAND BEING A PART OF LOT 5, IN RESUDDIVISION OF GEORGE'S STRONG'S FARM IN SECTION 2, AND THE WEST 1/2 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 10, 1973 AS DOCUMENT NUMBER 22320740 IN COOK COUNTY, ILLINOIS AND AN ENOMENT BY AFFIDAVIT OF CORRECTION DATED JUNE 20, 1973 AND RECORDED JUNE 22, 1973 AS DOCUMENT NUMBER 22372150, 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: If you cancel the credit line before 08/07/2009 [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 \$50,000.00, from the current amount of \$50,000.00 to the increased amount of \$100,000.00. All other tarries 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 Agraement indicating that the daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement may only change morthly, 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 FATE for variable rate advances under the Agreement is 0.090%.

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 or 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, or 0.000%, if that account is main and with any other institution. If the account designated to make Auto Pay payments is changed from an account maintained at Washington Mutual Back 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 no E (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 Paymern 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.

Office 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).