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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: **CHRISTINA SOTO** WASHINGTON MUTUAL BANK 20855 STONE OAK PKWY BLDG B SAN ANTONIO, TX 78258-7429

Doc#: 0713706055 Fee: \$40.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 05/17/2007 11:03 AM Pg: 1 of 9

Washing:on Mutual

#### MODIFICATION OF THE Wallu Equity Plus AGREEMENT AND SECURITY INSTRUMENT

Grantor/Mortgagor: BRENDAN R. APPEL AND DORIS M. APPEL 0x C004 C

Loan Number: 0671911113

Borrower(s): DORIS M APPEL

BRENDAN R APPEL

("Modification") is made and entered into on April 25, 2007 by and between below ("Borrower" or "Grantor/Mortgagor," as applicable).
Borrower and Bank are parties to 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

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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.
1416 KITTYHAWK LN GLENVIEW, IL 60026-7754
WASHINGTON MUTUAL BANK
By:  (Bank Officer Signature)
(Printed Bank Officer Name)
STATE OF HLINGS TEXAS
STATE OF HUNCIS TEXAS
COUNTY OF BEKAN
The foregoing instrument was acknowledged before me this day of
(Printed Bank Officer Name)  WASHINGTON MUTUAL BANK  (Bank Officer Title)
VITNESS my hand and official seal
My commission expires: 2-5-2011  THOM BIGGS My Commission Expires February 5, 2011
Notary Public 0

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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:

DORIS M APPEL

Property of County Clerk's Office

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

BORROWER(S):

DORIS M APPEL

RAH.

Propositivor Cook County Clerk's Office

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STATE OF ILLINOIS )
COUNTY OF COOK
The foregoing instrument was acknowledged before me this 25Th day of DORIS M APPEL  BRENDAN R APPEL  an
an
an an
an
who is/are personally known to me or has produced <u>IL D(</u>
OFFICIAL SEAL ALICIA LASSER Notary Public - State of Minols My Commission Expires Apr 18, 2010  Commission Number: (a) 9136

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### EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

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

LOT 63 IN GLENBASE SUBDIVISION UNIT 2, BEING A SUBDIVISION OF LOTS 25 AND 26 IN GLENVIEW NAVAL AIR STATION NO. 2 BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCURYING TO THE PLAT THEREOF RECORDED MARCH 13, 2001 AS DOCUMENT #0010198847 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 0020425534, 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 03/08/2008 [36 months following the original Effective Disbursement Date as defined in the Agreement], you will be charged a cancellation fee of If you cancel your Credit Line during the first 36 months (30 months in NC) following the Effective Disbursement Date, you will be charged a cancellation fee equal to .125% of the Credit Limit 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 in it stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$58,094.00, from the current amount of \$191,906.00 to the increased amount of \$250,000.00. 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 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 at 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 -0.360%.

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

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# EXHIBIT "B" CONTINUED ATTACHMENT TO MODIFICATION AGREEMENT

Bank. If you authorize our Auto Pay service, the discount will be put into effect as of a date that we select.

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 payments is maintained with Washington Mutual Bank, 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 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 mair tained at another institution. In any such event, the increase in the Margin viii 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 3 J00%, 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 rev ANNUAL PERCENTAGE RATE divided by 365 (366 in a leap year). Following any termination of our Auto Pay service, the increased Daily Periodic Race and ANNUAL PERCENTAGE RATE will not be greater than the maximum only Periodic Rate and ANNUAL PERCENTAGE RATE. Increases in the Daily Periodic hate 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).

Borrower Initials:

Date: 4-85-07

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### EXHIBIT "B" CONTINUED ATTACHMENT TO MODIFICATION AGREEMENT

Borrower Initials:

Date: 4-25-07 Dropperty of Cook County Clerk's Office

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