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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: TRISHA BEST WASHINGTON MUTUAL BANK 20855 STONE OAK PKWY BLDG B SAN ANTONIC, TX 78258-7429

Doc#: 0714116046 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/21/2007 10:08 AM Pg: 1 of 8

Washington Mutual

MODIFICATION OF THE WaMu Equity Plus [™] AGREEMENT AND SECURITY INSTRUMENT

Grantor/Mortgagor: **PATRICIA A NELSON** Loan Number: 0647510569

Grantor/Mortgagor:	Loan Number:	0647510569
PATRICIA A NELSON		
Borrower(s): PATRICIA A NELSON		
4		
Borrower(s):	,	
PATRICIA A NELSON		
0,		
This Modification of theWaMu Equity Plus(1.4/)	Agreement and Secur	ity Instrument
		and between
WASHINGTON MUTUAL BANK ("we," "us," "our," or "		rson(s) signing
below ("Borrower" or "Grantor/Mortgagor," as applicable).	, and the party pa	
Borrower and Bank are parties to a WaMu Equity Plus	agreement includin	g any riders or
previous amendments, the ("Agreement") that establishes an	account with a loan nu	mber identified
above (the "Account") from which Borrower may obtain cred	dit advances on a revolv	ing basis from
Bank. The Agreement is secured by a mortgage, deed of true	st, trust indenture, ueed	to secure debt
or other security instrument ("Security Instrument") execute	ed by Grantor/Morು <u>ರ್ಷ</u> ್ವರ	and recorded
on <u>08/24/2004</u> as Instrument No. 0423748	096 , in Book or Lib	e:,
rage(s), in the Official Records of CO	OK County,	(Illihois, The
Security Instrument secures performance of Borrower's o	bligations under the A	greentent and
encumbers the property described in the Security Instrument		ess below (the
00.04.040.000		nber of
09-21-310-003 more particul	larly described in Exhibit	t "A" attached
to and incorporated herein as part of this Modification.	•	

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

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

3 2 6 1 6 (02/02/07) w8.2

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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:	~/X.				
	1463 MAPLE ST	DES PLAINES,	, IL 60018-1762	2	
WASHINGTON TO WIT	UAL BANK				
By: Bank O	fficer Signature)				
_	AN CAUS, ank Officer Name)	LOU,	OF	FICIAL SEAL EN MACHTELL	1
(Bank Of	fficer Title)		My Commission	nc - State of Minols' in Explicit Jul 10, 2010	
			0/2	/ /	
STATE OF ILLINOIS)		S	
COUNTY OF	04) SS)			
MILAN GK (Printed Bar	ment was acknowledged LUBNIC nk Officer Name) N MUTUAL BANK	d before me t	E PHESIDEN	of APRIL 10 IT Officer Title)	<u>分</u> , by of
WITNESS my hand a		_ '			
<u> hauren</u>	res: JULY 10,2010	<u> </u>			
Notar	ry 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.

Property of County Clerk's Office

GRANTOR/MORTGAGOR:

PATRICIA A NELSON

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

Property of Cook County Clerk's Office

BORROWER(S):

PATRICIA A NELSON

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0647510569 STATE OF ILLINOIS) SS COUNTY OF COST The foregoing instrument was acknowledged before me this 24th day of PATRICIA A NELSON and and and and and and who is/are personally frown to me or has produced ILLINDIS DRIVERS LICENSE as identification. Printed/Typed Name: LAUREN BATHTELL Notary public in and for the state of ILLINOS miss.

Output

Control

Office Commission Number: 655094

OFFICIAL SEAL

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EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

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

LOT 3 AND THE NORTH 3 FEET OF LOT 4 IN ELMER M. BLUME'S
SUBDIVISION OF LOTS 1 TO 4 IN BLOCK 11 IN ARTHUR F. MACINTOSH
AND COMPAN' S ADDITION TO DESPLAINES HEIGHTS, BEING A
SUBDIVISION OF THAT PART EAST OF THE RAILROAD OF THE SOUTH 1/2
OF THE SOUTHEAST 1/4 OF SECTION 20, AND OF THAT PART WEST OF
DESPLAINES ROAD OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION
21 (EXCEPT 4 ACRES IN THE NORTHEAST CORNER THEREOF, BEING THAT
PART WEST OF DESPLAINES ROAD OF SAID SOUTH 1/2 LYING EAST OF THE
WEST 15.39 AND 13/33 CHAINS THEREOF AND NORTH OF THE NORTH LINE
OF REVERE PARK SUBDIVISION), ALL IN TOWNSHIP 41 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, 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 08/06/2007 [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 (no) 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 limit stated in the Agreement and the principal amount secured by the Security instrument is hereby increased by \$73,000.00, from the current amount of \$45,000.00 to the increased amount of \$118,000.00. All other terms and conditions relating to the credit limit including, without limitation, our addity to reduce the credit limit during any period when certain ever is 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 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 RAVE for variable rate advances under the Agreement is -0.260%.

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 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 Periodic Rate and ANNUAL PERCENTAGE RATE will not be greater than the maximum Paily Periodic Rate and ANNUAL PERCENTAGE RATE. Increases in the Daily Periodic Pute 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: