



Doc#: 0722715152 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/15/2007 02:23 PM Pg: 1 of 6

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:
TIMOTHY ASH
WASHINGTON MUTUAL BANK
20855 STONE OAK PKWY BLDG B
SAN ANTONIO, TX 78258-7429



MODIFICATION OF THE WaMu Equity Plus™ SECURITY INSTRUMENT

Grantor/Mortgagor: MALCOLM E ROSS AND VIRGIE I ROSS
Account Number: 0662428846

This Modification of the WaMu Equity Plus(TM) Security Instrument ("Modification") is made and entered into on June 25, 2007 by and between WASHINGTON MUTUAL BANK ("we," "us," "our," or "Bank") and the other person(s) signing below ("collectively, the Grantor/Mortgagor").

Bank and Grantor/Mortgagor are parties to a WaMu Equity Plus Agreement and Disclosure (including any riders and previous amendments, the "Agreement"), which is being amended by a separate document with the same date as this Modification. The Agreement establishes an account for the borrower(s) identified therein (collectively, the "Borrower") with the Account 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, security deed, or other security instrument (including any riders and previous amendments, the "Security Instrument") executed by Grantor/Mortgagor and recorded on 10/05/2006 as Instrument No. 0627813040, in Book or Liber , Page(s) , in the Official Records of COOK County, Illinois. The Security Instrument secures the performance of Borrower's obligations under the Agreement and Grantor/Mortgagor's obligations under the Security Instrument, and encumbers the property described in the Security Instrument and located at the Property Address stated below (the "Property"), with a Property Identification Number of 25-03-107-007 more particularly described in Exhibit "A" attached to and incorporated into this Modification.

Bank and Grantor/ Mortgagor agree as follows:

1. **Effect of this Modification.** This Modification modifies, amends and supplements the Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Security Instrument, the provisions of this Modification shall prevail over

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and supersede the inconsistent provisions of the Security Instrument. Except as modified, amended or supplemented by this Modification, the 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 Bank and each Grantor/Mortgagor.

2. **Modified Terms and Conditions.** The Security Instrument is modified, amended and supplemented by this Modification, as follows:

Credit Limit Increase: The Credit Limit stated in the Agreement and the Security Instrument is hereby increased by \$8,744.00, from the current amount of \$35,000.00 to the increased amount of \$43,744.00. 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 and your obligation not to request or obtain a credit advance that will cause your Account balance to exceed your Credit Limit, remain in full force and effect (except for any changes resulting from the amendment of the Agreement referenced above).

3. **Other Changes to the Agreement.** The terms and conditions of the Agreement have been amended in certain respects, and reference is made to the amended Agreement for information relating to the same.

4. **Definition of Terms.** Except as otherwise provided in this Modification, the terms used in this Modification shall have the same meanings as the same or substantially equivalent terms used in the Security Instrument, whether or not the terms used in this Modification or the Security Instrument, are capitalized.

Property Address:

8819 S WABASH AVE CHICAGO, IL 60619-6614

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By signing below, Bank and Grantor/Mortgagor accept and agree to the terms and conditions of this Modification effective as of the date first set forth above.

BANK:

WASHINGTON MUTUAL BANK

By: *Lycia Salazar*
(Bank Officer Signature)

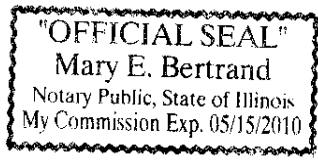
Lycia Salazar
(Printed Bank Officer Name)

Its: Authorized Signer
(Bank Officer Title)

STATE OF Ill)
COUNTY OF DuPage) SS

The foregoing instrument was acknowledged before me this 20th day of July, 2007, by Lycia Salazar as Authorized Signer of WASHINGTON MUTUAL BANK.
(Printed Bank Officer Name) (Bank Officer Title)

WITNESS my hand and official seal
My commission expires: 5-15-10
Mary E Bertrand
Notary Public

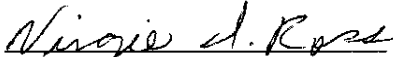


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GRANTOR/MORTGAGOR


MALCOLM E ROSS


VIRGIE J ROSS

Property of Cook County Clerk's Office

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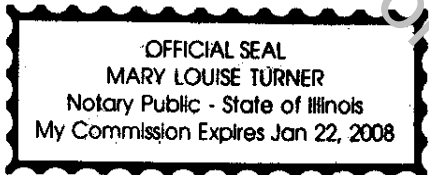
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS
)

The foregoing instrument was acknowledged before me this 2nd day of July, 2007 by:

MALCOLM E/ROSS and
VIRGIE I ROSS and

_____ and
_____ and

who is/are personally known to me or has produced DRIVERS License as identification.



Mary Louise Turner
Printed/Typed Name: MARY LOUISE TURNER
Notary public in and for the state of ILLINOIS
Commission Number: 167

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EXHIBIT "A"
ATTACHMENT TO MODIFICATION AGREEMENT

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

LOT 137 IN GARDEN HOMES, A SUBDIVISION OF THE NORTHWEST 1/4 OF
THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.