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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: **DENESE MCLARTY** WASHINGTON MUTUAL BANK 3990 S BABCOCK ST MELBOURN'E, FL 32901-8212

Doc#: 0726706008 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/24/2007 08:41 AM Pg: 1 of 6

Account Number: 0647499631

Washington Mutual

MODIFICATION OF THE WaMu Equity Plus SECURITY INSTRUMENT

Grantor/Mortgagor:

This Modification of the

GERARDO A ALCALA AND THERESE M ALCALA

made and entered wamu Equity Plus(TM) Security Instrument ("Modification") is
made and entered into on 1/1/2/4 2007 by and between
WASHINGTON MUTUAL BANK ("we," "us," "our," or "Bank") and the other person(s) signing
below ("collectively, the Grantor/Mortgagor").
, a second the second s
Bank and Grantor/Mortgagor are parties to aWallu 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 of 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 (collectivery, the "Borrower") with the
Account Number identified above (the "Account") from which Borrower may obtain credit advances
on a revolving basis from bank. The Adreement is secured by a mortgage dood of third to
indentale, deed to secure debt, security deed, or other security instrument finely the annual security in the
provious differents, the Security Instrument") executed by Croptor/Mortages
100,00,200 do institution no 174,187,170,10 in Book and the
The policinance of animation under the A
Grantor, Mortgagor 5 Obligations under the Security Instrument and an authorise of
described in the Security Instrument and located at the Property Address stated below (the
"Property"), with a Property Identification Number of 28-28-414-003
more particularly described in Exhibit "A" attached to and incorporated into this Modification.
accounted to and incorporated into this Modification.
Bank and Grantor/ Mortgagor agree as follows:
-0-00-00 do 10104401

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

WaMu Equity Plus(TM)

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Page 1 of 5

0726706008 Page: 2 of 6

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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 \$25,000.00 , from the current amount of \$25,000.00 to the increased amount of \$50,000.00 . 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 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 erms used in this Modification or the Security Instrument, are capitalized.

Property Address:

17342 ARROWHEAD TRCE OAK FGPEST, IL 60452-4534

0726706008 Page: 3 of 6

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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: Duxtin Matths
(Bank Officer Signature) (Bank Officer Signature)
Its: VICE HOLDENT
(Bank Officer Title)
4
4hx.
STATE OF INCLINIOS SS
STATE OF INLINOIS () SS
The foregoing instrument was acknowledged before me this 25 day of July 257, by
(Printed Bank Officer Name) Of (Bank Officer Title)
WITNESS my hand and official seal
My commission expires: 5/5/07
Notary Public - State of Florida
Notary Public Commission # DD 540001 Bonded by National Notary Asen.

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GRANTOR/MORTGAGOR:

O647499631

GERARDO A ALCALA

THERESE M ALCALA

0726706008 Page: 5 of 6

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•	064749963
STATE OF ILLINOIS)
COUNTY OF Will) SS)
The foregoing instrument GERARDO A ALCALA THERESE M ALCALA	was acknowledged before me this <u>A4</u> day o <u>2007</u> by: and and
	and
	and
	and
who is/are personally known to mas identification.	ne or has produced
OFFICIAL SEAL VICTOR MARTINEZ Notary Public - State of Illinois My Commission Expires Feb 3, 2010	Printed/Typed Name: Dicor May Time? Notary public in and for the state of I//mois Commission Number: 643741

0726706008 Page: 6 of 6

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EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

LYING AND BEING LOCATED IN THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS: LOT 3 IN INDIAN BOUNDARY SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 28, NORTH OF THE AL MERIL
ODOROGA COUNTY CLORAS OFFICE INDIAN BO'JNDARY LINE, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.