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Record & Return to: Group9 Abstract, Inc. W140 N8917 Lilly Road Menomonee Falls, WI 53051

0728302102 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Account Number: 0652139163

Cook County Recorder of Deeds Date: 10/10/2007 10:37 AM Pg: 1 of 6

This Modification Agreement was prepared by: **EUGENIA ANGELACOS** WASHINGTON MUTUAL BANK 333 E BUTTERFIELD RD LOMBARD, IL 60148-5617



MODIFICATION OF THE WaMu Equity Plus SECURITY INSTRUMENT

vVaM': Equity Plus

Grantor/Mortgagor: MARK FEDYK AND KAREN E. FEDYK

below ("collectively, the Grantor/Mortgagor").

This Modification of the WaMu Equity Plus(TM) Security Instrument ("Modification") is Au just 27, 2007 made entered into WASHINGTON MUTUAL BANK ("we," "us," "ou,," or "Bank") and the other person(s) signing

Bank and Grantor/Mortgagor are parties to a 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

0619916048 07/18/2006 as Instrument No. , in Book or Liber County, Illinois. The Security , in the Official Records of 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 18-06-303-023

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 \$34,301.00, from the current amount of \$99,999.00 to the increased amount of \$134,300.00. 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 this 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:

417 MILLS ST HINSDALE, IL 10521-2429

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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: (Ben) Officer Signature) (Priced Bank Officer Name)	
Its: (Bank Officer Fitle)	
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	C
STATE OF TELINOIS (1)	TS
COUNTY OF COUNTY	Open
The foregoing instrument was acknowledged befor	# 0 // 1
	(Bank Officer Title)
WITNESS my hand and official seal	OFFICIAL SEAL
My commission expires:	INEZ A PRESTO

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GRANTOR/MORTGAGOR:

MARK FEEYK

KAREN E FEDYK

Property of County Clerk's Office

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)) SS
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knowledged before me this <u>22</u> day of by: and
and and
and
and and
and
roduced DAIVER'S L'C
Audum A. Bun Printed/Typed Name: GE/LALDINE A. BENT Notary public in and for the state of El Commission Number: 45/96 9

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EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

LYING AND BEING LOCATED IN THE VILLAGE OF HINSDALE, COUNTY OF COOK, STATE OF ILLINOIS; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS: LOT 2 IN A.H.R. RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1 THROUGH 6, (EXCEPT PARTS CONVEYED TO ILLINOIS TOLLWAY COMMISSION) IN BLOCK 13 IN THE SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AL SHICK INTY, ILL.

OF COOK COUNTY CLOTH'S OFFICE LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY IN COOK COUNTY, ILLINOIS.