



Doc#: 0728906083 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/16/2007 10:46 AM Pg: 1 of 6

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

This Modification Agreement was prepared by:
SHERRIE STEWART
WASHINGTON MUTUAL BANK
3990 S BABCOCK ST
MELBOURNE, FL 32901-8212



MODIFICATION OF THE WaMu Equity Plus SECURITY INSTRUMENT

Account Number: 0677781957

Grantor/Mortgagor:
DAVID GARCIA

This Modification of the WaMu Equity Plus(TM) Security Instrument ("Modification") is made and entered into on August 8, 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 07/07/2006 as Instrument No. 0618835057, 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 14-20-407-042-1004 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 \$89,230.00, from the current amount of \$34,600.00 to the increased amount of \$173,830.00. 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:

3530 N HALSTED ST # 3 CHICAGO, IL 60657-0000

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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: [Signature]
(Bank Officer Signature)

EDWIN KIRBY
(Printed Bank Officer Name)

Its: AUTHORIZED SIGNER
(Bank Officer Title)

STATE OF ~~ILLINOIS~~ ^{FL} Florida)
COUNTY OF Brevard) SS

The foregoing instrument was acknowledged before me this 7 day of August, 2007, by
Edwin Kirby as Auth of
(Printed Bank Officer Name) (Bank Officer Title)
WASHINGTON MUTUAL BANK

WITNESS my hand and official seal

My commission expires: 7-22-09
[Signature]
Notary Public



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GRANTOR/MORTGAGOR:



DAVID GARCIA

Property of Cook County Clerk's Office

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STATE OF ILLINOIS

COUNTY OF

Cook

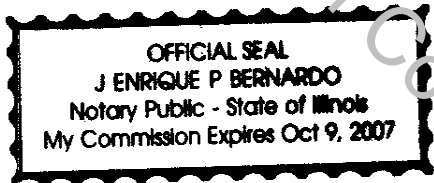
)
) SS
)

The foregoing instrument was acknowledged before me this 8th day of AUGUST, 2007 by:
DAVID GARCIA

and
and
and
and
and
and

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

DL



J. Enrique P. Bernardo

Printed/Typed Name: J. ENRIQUE P. BERNARDO
Notary public in and for the state of ILLINOIS
Commission Number: _____

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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: PARCEL 1: UNIT 3 TOGETHER WITH ITS UNDIVIDED
PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 3530 NORTH HALSTED
CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION
RECORDED AS DOCUMENT NUMBER 0010099113, IN THE EAST 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 1, A
LIMITED COMMON ELEMENT AS DELINEATED ON A SURVEY TO CONDOMINIUM
RECORDED AS DOCUMENT NUMBER 0010099113.