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Doc#: 0728906084 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 10/16/2007 10:47 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:
POORNIMA SABARI
WASHINGTON MUTUAL BANK
20855 STONF OAK PKWY BLDG B
SAN ANTONIO TX 78258-7429



MODIFICATION OF THE WaMu Equity Plus SECURITY INSTRUMENT

Account Number: 0746944909

Grantor/Mortgagor:
MELVIN ELLIS AND BAPEARA ELLIS

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This Modification of the WaMu Equity Flus(TM) Security Instrument ("Modification") is made and entered into on September 8, 2007 by and between
made and entered into on <u>September 8, 2007</u> by and between <u>WASHINGTON MUTUAL BANK ("we," "us," "our," or "Bank") and the other person(s) signing</u>
below ("collectively, the Grantor/Mortgagor").
Bolow (college to 1), and characteristic transfer in
Bank and Grantor/Mortgagor are parties to a
Disclosure (including any riders and previous amendments, ne "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
, 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 31-01-108-024
more particularly described in Exhibit "A" attached to and incorporated into this Modification.

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

3 2 6 1 6 B (04/09/07) w8.2

Bank and Grantor/ Mortgagor agree as follows:

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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 \$20,000.00 ,from the current amount of \$33,000.00 to the increased amount of \$53,000.00 .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 terms used in this Modification or the Security Instrument, are capitalized.

Property Address:

2904 CHAYES PARK DR HOMEWOOD, IL 60430-2907

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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.

BAINN.
WASHINGTON MUTUAL BANK
By: (Sank Officer Signature)
(Printer Brink Officer Name)
Its: (Bank Officer Title)
(Balik Officer (1995)
STATE OF LELINOIS COUNTY OF BOXA
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STATE OF LELINOIS)
The foregoing instrument was acknowledged before me this 17 day of 541 0, by of
(Printed Bank Officer Name) WASHINGTON MUTUAL BANK DANIEL ROMERO
WITNESS my hand and official seal
My commission expires ZOZOU

Notary Public

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GRANTOR/MORTGAGOR:

MELVIN ELLIS

BARBARA FILIS

Property of County Clerk's Office

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			0746944909	
STATE OF ILLINOIS)) SS		÷	
The foregoing instrument w	vas acknowledged before	me this	day of	and
MELVIN ELLIS '			and	
BARBARA ELLIS			and	
			and	
who is/are personally known to me as identification. "OFFICIA ANDRE" Notary Public, Someonission F	Printed/Typed Nam Notary public in an Commission Numb	nd for the state of	They's	

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EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

LYING AND BEING LOCATED IN THE VILLAGE OF HOMEWOOD, COUNTY OF COOK, STATE OF ILLINOIS; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS: LOT 24 IN FIRST ADDITION TO CHAYES PARK, BEING THE WEST 278.78 FEET OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 EXCEPT 7.1°E SOUTH 660 FEET THEREOF, AND THE NORTH 175 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 EXCEPT THE WEST 778.78 FEET AL MERI.

CONTROL

CO THEREOF, ALUV SECTION 1, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.