2007 048304

Washington Mutual

MODIFICATION OF THE WaMu Equity Plus [™] AGREEMENT AND SECURITY INSTRUMENT

Grantor/Mortgagor:

Loan Number: 0745727396

GREGORY A HIRJAK AND DEANN M HIRJAK

Borrower(s):
GREGORY A HIRJAK DEANN M HIRJAK
This Modification of the WaMu Equity Plus(TM) Agreement and Security Instrument
("Modification") is made and entered into on May 7, 2007 by and betwee
WASHINGTON MUTUAL BANK ("we," "us," "our," or "Bank") and the other person(s) signing
below ("Borrower" or "Grantor/Mortgagor," as applicable) y Recorder!
Borrower and Bank are parties to a WaMu Equity Plus agreement including any rider
or previous amendments, the ("Agreement") that establishes an account with a loan numbe
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 or other security instrument ("Security Instrument") executed by Grantor/Mortgagor and
recorded on 08/07/2006 as Instrument No. 2006068354 , in Book or Libe
, Page(s) , in the Official Records of LAKE County, Indiana
The Security Instrument secures performance of Borrower's obligations under the Agreement and
encumbers the property described in the Security Instrument and located at the address below (th
"Property"), more particularly described in Exhibit "A" attached to and incorporated herein as part of
this Modification.
Borrower, Grantor/Mortgagor, and Bank agree as follows:

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- 1. Effect of this Modification. This Modification modifies, amends and supplements the Agreement and Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Agreement or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and 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 each Borrower, Grantor/Mortgagor, and the Bank.
- 2. Modified Terms and Conditions. The terms and conditions of the Agreement and Security Instrument that are modified, amended, and supplemented by this Modification are set forth on the attached Exhibit "B" attached to and incorporated herein as a part of this Modification. The terms used in Exhibit "B" shall have the same meanings as the same or substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in Exhibit "B," or the Agreement or Security Instrument, are capitalized.

Borrower requests that a copy of any Notice of Default and of any Notice of Sale under the Security Instrument be mailed to the first Borrower named below at the Property address below.

Property Address:
15657 AUSTIN ST LOWELL, IN 46356-7730
WASHINGTON MUTUAL BANK
By: Document is
(Bank Officer Signature) OT OFFICIAL!
In Ashwarks Document is the property of
(Printed Bank Officer Name) Lake County Recorder!
Its: In Sup Conp (Ther
(Bank Officer Title)
N # DD 513656
FLOR 10 A
STATE OF INDIANA
COUNTY OF BREVARY
Before me, a Notary Public in and for the State of Indiana, this $\frac{B}{B}$ day of $\frac{MAY}{BCCCCC}$, personally appeared $\frac{AAASHWOATH}{ASHWOATH}$ as
personally appeared TAY ACHWOATU as AFFICE O
(Printed Bank Officer Name) (Bank Officer Title)
WASHINGTON MUTUAL BANK a Federal Savings Association, on behalf of the
association
who, being duly sworn, acknowledged the execution of the foregoing Mortgage?
FINCHOA
I am a resident of BREVARD County, Indiana Signature
EDWIN P. KIRBY
My commission expires: FEB. 2 2010 Printed Notary Public

By signing below, each Grantor/Mortgagor accepts and agrees to the terms of the Security Instrument as amended and supplemented by this Modification.

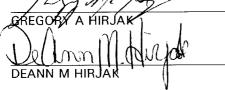
GRANTOR/MORTGAGOR:

DEANN M HIRJAK

Document is
NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

By signing below, each Borrower accepts and agrees to the terms of this Modification.

BORROWER(S):





STATE OF INDIANA		
COUNTY OF LAKE) ss .)	
////////////////////////////////////	for the State of Indiana, this9 y appeared:	day of
GREGORY Á HIRJAK		and
DEANN M HIRJAK		and
		and
		and and
	CA-MAN	and
		and and
	MANAGE TO 1	
who, being duly sworn, acknowledged the ex	ecution of the foregoing Mortgage.	
	Jatricia Howsh	
I am a resident of County ladi	Signature PATRICUM NOWA	1/
June Zaizoon	PATRICIA NOWA	<u>/C</u>
My commission expires Patricia Nowak, Notar Lake County, Indi	Printed Notary Public	
My Commission Expires Ju		
Laffirm under penalties of perjury that Law	response care to redact each Social	l Security
Number in this document unless required by I	aw: ounty Recorder!	occurry
MARCIA CASEY	e-county recorder.	
Recording requested by and	This Madification Agramant was pro-	aarad buu
when recorded return to:	This Modification Agreement was prep JENNIFER STOUTENBURGH	Jared by:
444 OXFORD VALLEY ROAD	WASHINGTON MUTUAL BANK	14 m
SUITE 300	WAGIIII GIV WID TO ALL BANK	$\mathbb{Z}_{N} V = \mathbb{Z}_{N} V$
LANGHORNE, PA 19047		
ATTN: GROUP 9, INC.		
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EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

LYING AND BEING LOCATED IN THE TOWNSHIP OF WEST CREEK , COUNTY OF LAKE, STATE OF INDIANA; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 21 IN MISTY HILLS UNIT TWO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 95 PAGE 56, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



EXHIBIT "B" ATTACHMENT TO MODIFICATION AGREEMENT

Annual Fee: There is no annual fee on your Account.

Cancellation Fee: If you cancel the credit line before 07/20/2009 [36 months following the original Effective Disbursement Date as defined in the Agreement], you will be charged a cancellation fee of A cancellation fee will not apply to this loan. In any event, if you pay off early you will not be entitled to a refund of the loan fee (if any) or any other finance charges already paid. In any event, you may not cancel the credit line until you have paid in full all amounts owing under the Agreement and Security Instrument.

Credit Limit: The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$7,820.00, from the current amount of \$75,480.00 to the increased amount of \$83,300.00. 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 on your obligation not to attempt, request or obtain a credit advance that will cause your Account balance to exceed your credit-limit, remain in full force and effect.

Daily Periodic Rate and ANNUAL PERCENTAGE RATE Change Dates: The daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement will change on each day that the index changes, and the index will be determined daily. Any provisions of the Agreement indicating that the daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement may only change monthly, or indicating that the index is determined only as of a specified date of the calendar month, are hereby deleted.

Margin: The margin used in the calculation of the ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement is 1.100%.

Auto Pay Service for Variable Rate Advances: The amount of the Margin for your Variable Rate Advances will be affected by how you decide to make payments on the Variable Rate Advances. You may decide whether to make payments on your Variable Rate Advances by making direct payments to us or by authorizing automatic loan payments from an account that you designate (which is our "Auto Pay" service). Your decision whether or not to authorize our Auto Pay service will not affect the availability of the Variable Rate Advances. If you authorize our Auto Pay service for the Variable Rate Advances, the Margin will be discounted (that is, it will be reduced) by either 0.250%, if the account you designate to make the Auto Pay payments is maintained with Washington Mutual Bank, or 0.000%, if that account is maintained with an institution other than Washington Mutual

EXHIBIT "B" CONTINUED ATTACHMENT TO MODIFICATION AGREEMENT

Bank. If you authorize our Auto Pay service, the discount will be put into effect as of a date that we select.

If you have authorized our Auto Pay service for the Variable Rate Advances and thereafter the Auto Pay service for the Variable Rate Advances is terminated by you or us for any reason, the discount that you have received on the Margin for the Variable Rate Advances will be eliminated. Specifically, the Margin will increase on the day that the Auto Pay service is terminated by 0.250%, if the account designated to make the Auto Pay payments is maintained with Washington Mutual Bank, or 0.000%, if that account is maintained with any other institution. If the account designated to make Auto Pay payments is changed from an account maintained at Washington Mutual Bank to an account maintained at any other institution, the discount that you have received on the Margin for the Variable Rate Advances will be reduced. Specifically, the Margin will increase by 0.250% on the day the account designated to make Auto Pay payments is changed to an account maintained at another institution. In any such event, the increase in the Margin will result in a simultaneous increase in the ANNUAL PERCENTAGE RATE (subject to any further increases or decreases that result from a change in the Index) for the Variable Rate Advances by the same amount (i.e., by 0.250% or 0.000%, as applicable), and the Daily Periodic Rate for the Variable Rate Advances will also be rety of simultaneously changed to an amount that is equal to the new ANNUAL PERCENTAGE RATE divided by 365 (366 in a leap year). Following any termination of our Auto Pay service, the increased Daily Periodic Rate and ANNUAL PERCENTAGE RATE will not be greater than the maximum Daily Periodic Rate and ANNUAL PERCENTAGE RATE. Increases in the Daily Periodic Rate and ANNUAL PERCENTAGE RATE will increase your Minimum Payment and periodic FINANCE CHARGES and, if these rates are increased in the last billing period prior to the Maturity Date, then your Balloon Payment due on the Maturity Date will also increase.

If the Index, or any substitute Index, is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to that of the prior Index, and the Margin will be changed so that the new Index plus the Margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the ANNUAL PERCENTAGE RATE in effect at the time the prior Index becomes unavailable (plus any increase in the Margin that results from any termination of the Auto Pay service or any change in the account designated to make Auto Pay payments, as described above).

Borrower Initials: GH Date: 5-9-07

EXHIBIT "B" CONTINUED ATTACHMENT TO MODIFICATION AGREEMENT

Borrower Initials: DH Date: 5.7.07



Group9 4440xford Valley Road Langtorne, PA 19047

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