MODIFICATION AGREEMENT

892177

HOME EQUITY REAL ESTATE MORTGAGE

This Modification Agreement made this 16th day of December, 1986, by and between James A. Holcomb and Dorothy J. Holcomb, Husband and Wife, of Merrillville, (hereinafter called "Mortgagor"), BANK ONE, MERRILLVILLE, NA formerly known as and Bank of Indiana, N.A., 1000 E. 80th Place, Merrillville, Indiana 46410 (hereinafter called "Mortgagee"),

TNESSETH:

WHEREAS, the Mortgagor and Mortgagee entered into a certain Home Equity Line of Credit Agreement dated February 5, 1986, which was secured by a Home Equity Real Estate Mortgage between the parties recorded February 20, 1986 as document number 841887 in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, Mortgagor and Mortgagee have agreed to change one of the terms of the mortgage leaving the balance of the mortgage in existance;

NOW THEREFORE, the parties agree as follows:

1. The first paragraph of the mortgage described as document number 841887 under the word "WITNESSETH" is amended to read as follows:

> That the Mortgagor and Mortgagee have entered into a certain Home Equity Line of Credit Agreement (hereinafter "Agreement") dated February 5, 1986, whereby the Mortgagee, subject to default by Mortgagor, has obligated itself to loan monies to the Mortgagor from time to time, as requested by the Mortgagor, which may not exceed the aggregate principal sum of THIRTY THOUSAND AND 00/100 (\$30,000.00) DOLLARS at any one time for a period of three (3) years. To the extent that the Mortgagor has borrowed or will borrow monies from the Mortgagee pursuant to said Agreement, the Mortgagor has agreed to pay the Mortgagee minimum monthly installments in a sum equal to the FINANCE CHARGE accrued to and including the last day of each monthly billing cycle or \$200.00, whichever is

- In all other respects the terms, conditions, promises and agreements of the mortgagor and mortgagee remain in full force and
- 3. This amendment applies to a Home Equity Real Estate Mortgage on the following property:

Lot 82, Brookwood, as shown in Plat Book 27, Page 42 in Lake County, Indiana.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument

the date and year set forth above.

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of December, 1986, personally appeared James A. Holcomb and Dorothy J. Holcomb, personally known to me, and known to me to be the persons who are described in and who executed the foregoing Modification Agreement, and acknowledged the same to be their voluntary act and deed for the uses and purposes therein set forth.

WITKESS My hand and official seal.

ominission Expires:

Claudie & Chase Notary Public

Resident of LAKE County

This Instrument prepared by: Carl E. Thorne, an Officer of the Bank of Indiana, N.A.