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STATE OF INDIANA
LAKE COUNTY
FILED: FEB 22 2000

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MORRIS W. HANSEN
RECORDER

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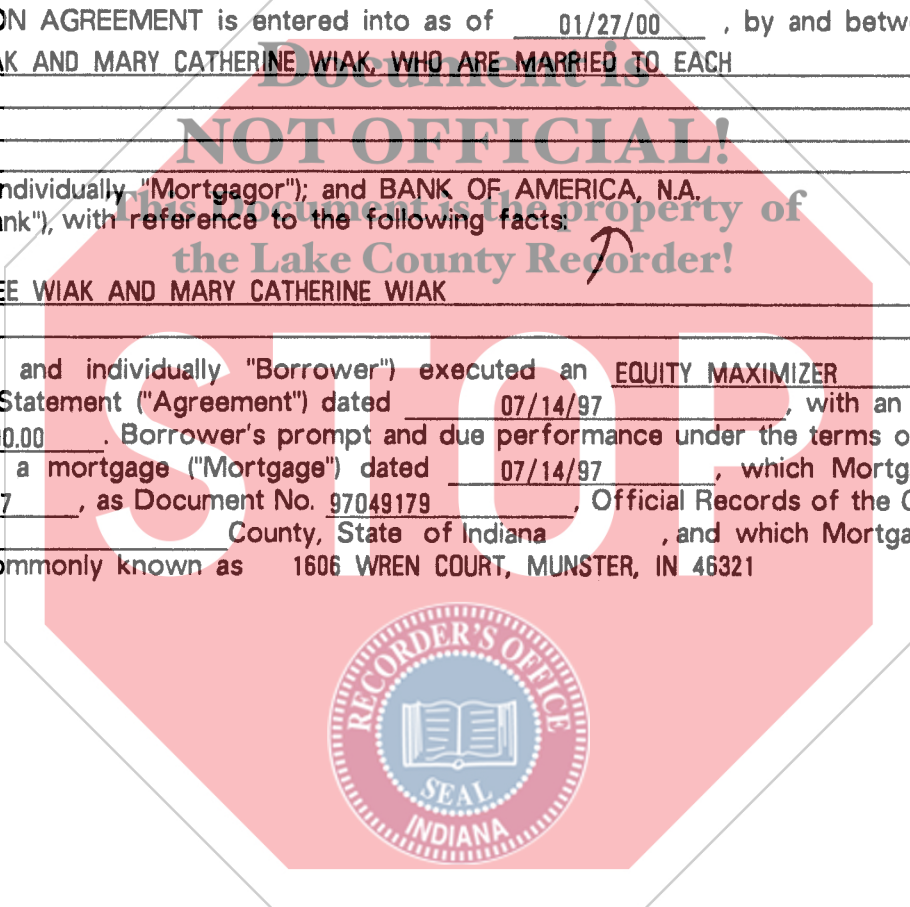
**MODIFICATION OF MORTGAGE - MODIFICATION AGREEMENT
CREDIT LIMIT INCREASE**

This MODIFICATION AGREEMENT is entered into as of 01/27/00, by and between:
TERRANCE LEE WIAK AND MARY CATHERINE WIAK, WHO ARE MARRIED TO EACH OTHER

(collectively and individually "Mortgagor"); and BANK OF AMERICA, N.A. ("Bank"), with reference to the following facts:

I. TERRANCE LEE WIAK AND MARY CATHERINE WIAK

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 07/14/97, with an original credit limit of \$ 50,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a mortgage ("Mortgage") dated 07/14/97, which Mortgage was recorded on 07/29/97, as Document No. 97049179, Official Records of the County Recorder of LAKE County, State of Indiana, and which Mortgage encumbers real property commonly known as 1606 WREN COURT, MUNSTER, IN 46321



Box 2314 Renato Cardova CA 95741
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1800
for
201332419

and more particularly described as follows: ("Property"):

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN LAKE COUNTY, INDIANA, KNOWN AS LOT 90 IN FAIRMEADOW 23RD ADDITION TO THE TOWN OF MUNSTER AS PER PLAT IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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Lake County Recorder!**

- II. Borrower has asked Bank to increase the credit limit under the Agreement to \$ 100,000.00, and to secure said additional advance and Agreement, as so revised, by this Modification Agreement. Borrower and Bank have amended certain provisions of the Agreement to reflect said increased credit limit and now wish to modify the Mortgage to reflect this event.
- III. Bank of America, N.A., formerly Bank of America NT&SA.


NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Bank hereby modify and amend the Mortgage as follows:

1. As of the date hereof, the second paragraph of the Mortgage is revised to reflect the fact that the Agreement is revised to provide for a Total Credit Commitment of \$ 100,000.00, and the Mortgage secures to Bank, in addition to the obligations set forth therein, the full repayment of the debt evidenced by the Agreement, as revised to reflect the increased credit limit, together with interest and all applicable fees as calculated under the Agreement.

When there is a reference in the Mortgage to Total Credit Commitment, it shall refer to the Total Credit Commitment as modified and amended above. In all other respects except as modified above, the Mortgage remains unmodified and in full force and effect.

This Modification Agreement shall be deemed to be made under and subject to the laws of the State where the Property is located. Except as herein modified, it is expressly agreed that all of the terms and provisions of the Mortgage shall remain in full force and effect.

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This instrument was prepared by ANDREW J WAGNER
Authorized Officer 

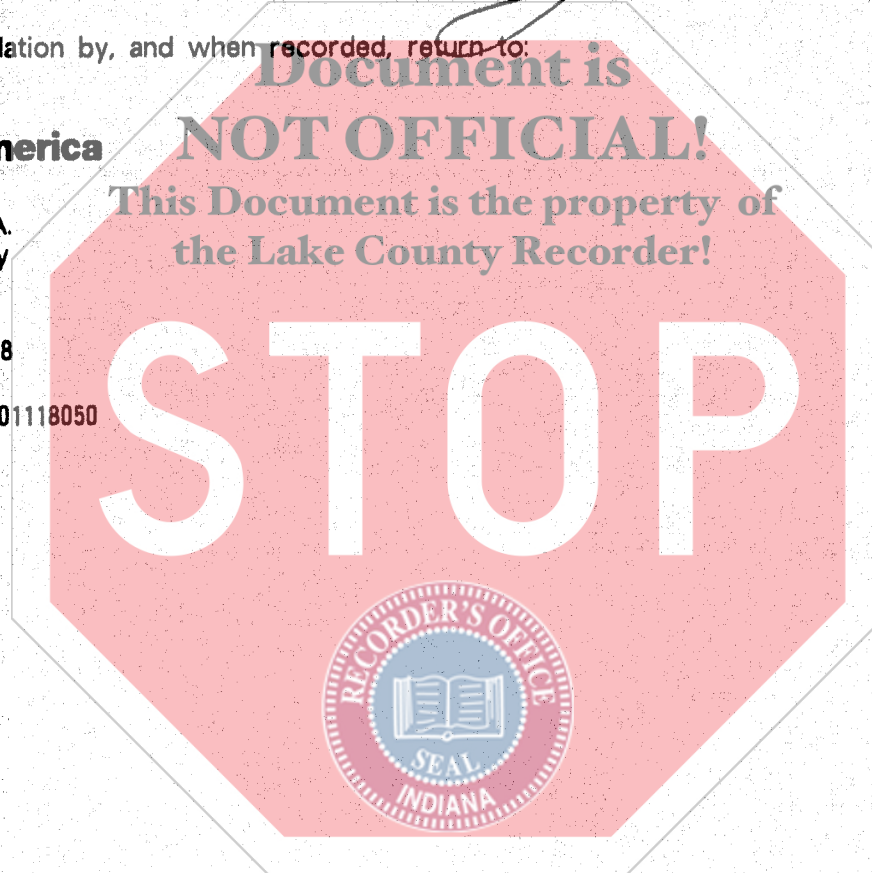
Submitted for recordation by, and when recorded, return to:

 **Bank of America**

Bank of America, N.A.
3151 E. Imperial Hwy
Brea, CA 92821

Loan #00500400385546998

Reference #011821-000101118050



GENERAL ACKNOWLEDGEMENT

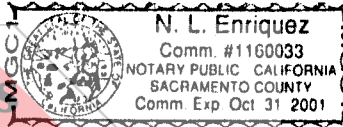
State of California)
County of SACRAMENTO)

On 1/27/00 before me, THE UNDERSIGNED, personally appeared
***** A. WAGNER *****

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]



Document is NOT OFFICIAL!
GENERAL ACKNOWLEDGEMENT

This Document is the property of the Lake County Recorder!

State of California)
County of)

On _____ before me, _____, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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GENERAL ACKNOWLEDGEMENT

State of California)
County of)

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