

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 MAR 22 AM 8:30

MONTELEONE GARTER
RECORDER

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AFTER RECORDING SEND TO
FIDELITY NATIONAL TITLE
8801 FOLSOM BLVD #250
SACRAMENTO, CA 95826
2000 019214

(Space Above This Line For Recording Data)

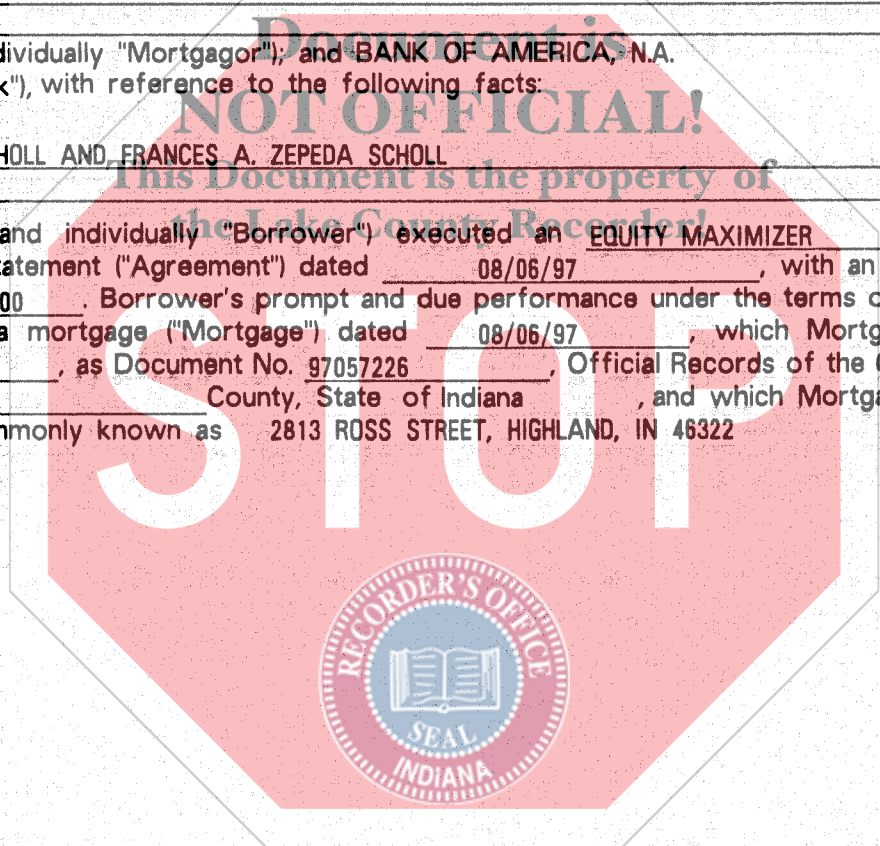
MODIFICATION OF MORTGAGE - MODIFICATION AGREEMENT
CREDIT LIMIT INCREASE

This MODIFICATION AGREEMENT is entered into as of 02/09/00, by and between:
DANIEL W. SCHOLL AND FRANCES A. ZEPEDA SCHOLL, WHO ARE MARRIED TO
EACH OTHER

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

I. DANIEL W. SCHOLL AND FRANCES A. ZEPEDA SCHOLL

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 08/06/97, with an original credit limit of \$ 30,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a mortgage ("Mortgage") dated 08/06/97, which Mortgage was recorded on 08/28/97, as Document No. 97057226, Official Records of the County Recorder of LAKE County, State of Indiana, and which Mortgage encumbers real property commonly known as 2813 ROSS STREET, HIGHLAND, IN 46322



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

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN LAKE COUNTY, INDIANA KNOWN AS LOT 3 IN BLOCK 8, HIGHLAND TERRACE THIRD ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 84, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

- Document is NOT OFFICIAL!**
- ii. Borrower has asked Bank to increase the credit limit under the Agreement to \$ 71,000.00, 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 \$ 71,000.00, 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.

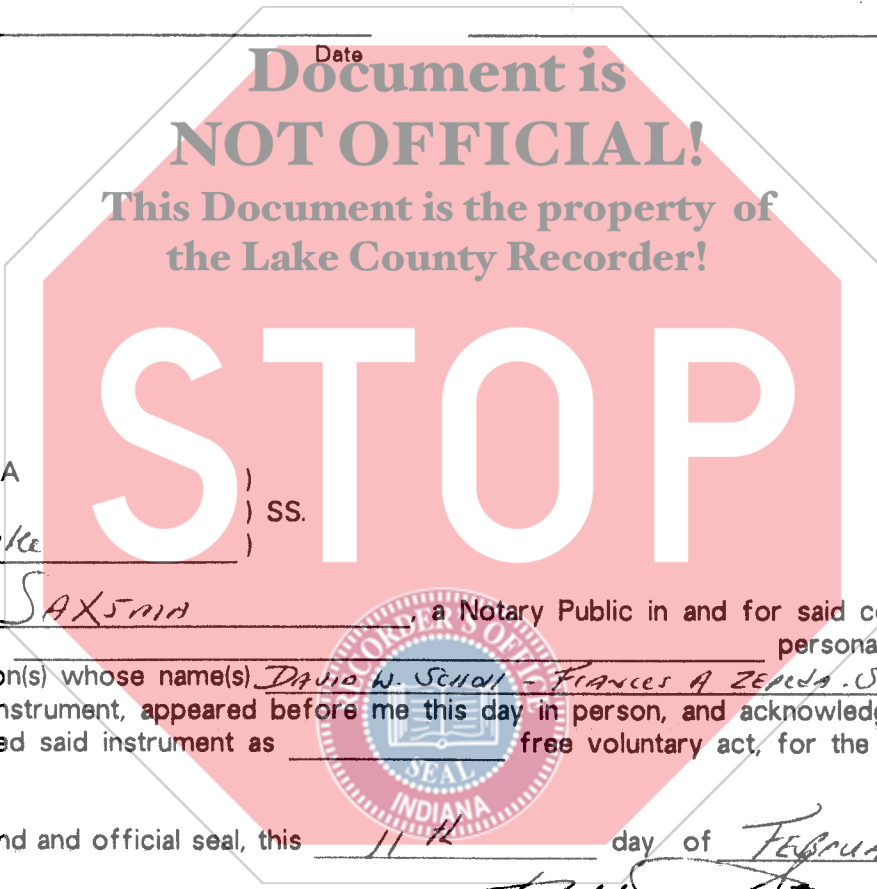
REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGE OR DEED OF TRUST

Mortgagor and Bank request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Bank, at Bank's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Daniel W. Scholl 2/11/00
DANIEL W. SCHOLL Date

Frances A. Zepeda Scholl 2/11/2000
FRANCES A. ZEPEDA SCHOLL Date



STATE OF INDIANA)

COUNTY OF Lake)

SS.

I, BETTE SAXENA

a Notary Public in and for said county and state, do hereby certify that _____ personally known to me to be the same person(s) whose name(s) Daniel W. Scholl - Frances A. Zepeda Scholl subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered said instrument as _____ free voluntary act, for the used and purposes therein set forth.

Given under my hand and official seal, this 11th day of FEBRUARY, 2000 -

My Commission Expires:

5.11.07

Bette Saxena
Notary Public



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This instrument was prepared by JUDITH LEACH

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 #00500400446696998

Reference #011821-000191751330

