

200. 048068

MODIFICATION AGREEMENT - INDIANA

253898380000724096

This Modification Agreement is entered into as of MAY 15, 2000, by and between BARRY D ROOTH AND LISA B ROOTH ("Borrower") and Bank One, Indiana ("Bank One").

RECITALS

Bank One has extended credit to Borrower pursuant to a Bank One Home Equity Line of Credit Agreement and Disclosure Statement dated JANUARY 22, 1998 (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust dated JANUARY 22, 1998, and recorded on FEBRUARY 11, 1998 in Volume or Book DOCUMENT # 98009681, Page N/A in the office of the County Clerk of LAKE County, INDIANA (the "Mortgage").

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower and Bank One hereto agree as follows:

- (X) The Equity Line Agreement is hereby amended to INCREASE the amount of credit available to Borrower ("Credit Limit") to \$175,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$175,000.00 at any one time.
- (X) Effective as of MAY 15, 2000, the Draw Period of the Equity Line Agreement is hereby EXTENDED to MAY 15, 2005. Each party hereto acknowledges and agrees that by execution and delivery of this Modification Agreement, the parties intend merely to renew the Equity Line Agreement and INCREASE the maturity date of the Equity Line Agreement and the Mortgage to MAY 15, 2015, and that said renewal and/or extension shall not cause a novation with respect to the Mortgage or the obligations under the Equity Line Agreement secured by the Mortgage.
- (X) As of MAY 15, 2000, , the margin on the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be .75 percent (9.75%).
- (N/A) For a six (6) month period commencing N/A, the Periodic Rate will be N/A% APR.
- (N/A) For a six (6) month period commencing N/A, the Periodic Rate will be N/A% lower than the rate shown in the Bank One Home Equity Line of Credit Agreement section describing the Periodic Rate.

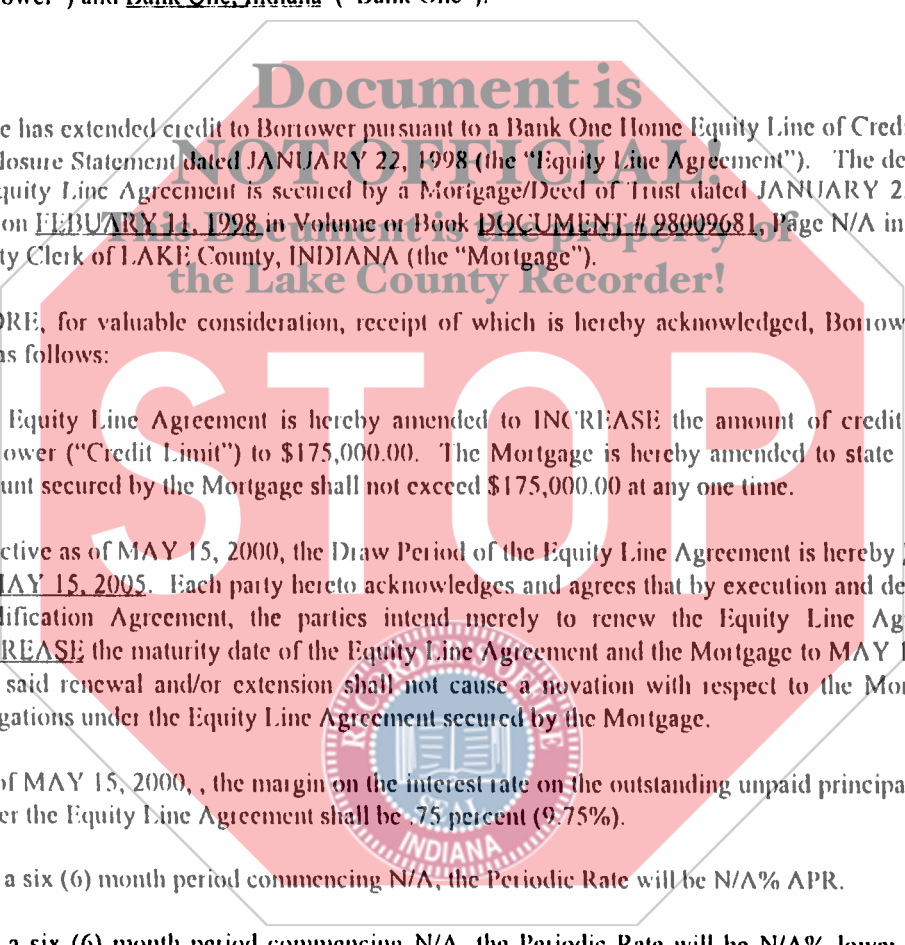
Except as provided for in this Modification Agreement, all terms and conditions of the Equity Line Agreement and the Mortgage shall remain in full force and effect, and the Mortgage shall continue to secure the Borrower's obligations under the Equity Line Agreement as renewed hereunder.

IN WITNESS WHEREOF, the parties have executed this Modification Agreement as of the date first written above.

Bank One Kentucky
PO Box 11606
Lexington, KY 40576-9982

04/10/05 136

1/1/00
AS



Borrower:

[Handwritten signature]

[Handwritten signature]

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Bank One:

By:

PAULETTE ZELLERS

Title: RELATIONSHIP BANKER

STATE OF INDIANA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 11th day of MAY, 2000, by ROBERT D LUTES

My commission expires 9-3-2001



Notary Public ROBERT D LUTES

STATE OF INDIANA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 11th day of MAY, 2000, PAULETTE ZELLERS as RELATIONSHIP BANKER of BANK ONE NA, a national banking association, on behalf of the association.

My commission expires 9-3-2001

[Handwritten signature]
NOTARY PUBLIC

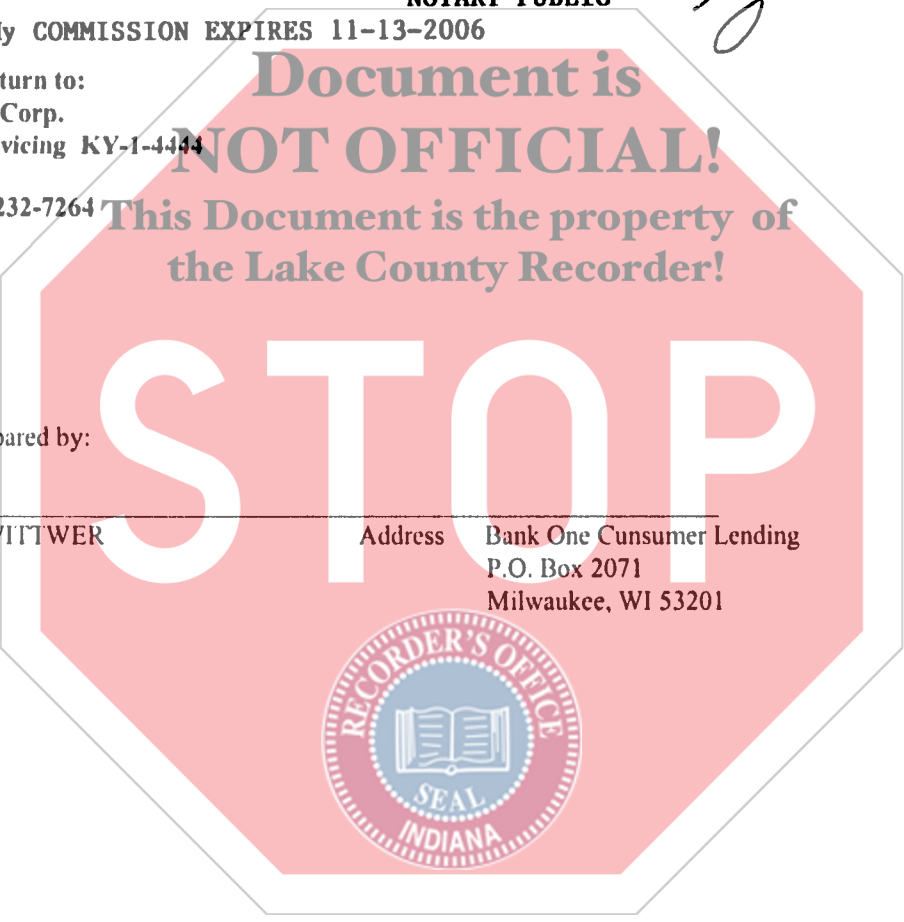
My Commission expires 11-13-2006

Robert D Lutes
Notary Public ROBERT D LUTES

Christina
NOTARY PUBLIC

My COMMISSION EXPIRES 11-13-2006

When recorded return to:
Banc One Service Corp.
Midwest Loan Servicing KY-1-4444
P.O. Box 37264
Louisville, KY 40232-7264



The instrument prepared by:

Name TRACY WITTWER

Address Bank One Consumer Lending
P.O. Box 2071
Milwaukee, WI 53201



2100453+1 05389838000774096
ROOTH, BARRY
MODIFICATION AGREEMENT