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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2003 070239

2003 JUL 14 10:42 AM '03

MODIFICATION AGREEMENT  
BOOK 057

**WHEN RECORDED MAIL TO:**

Bank One, N.A. Retail Loan Servicing  
KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606



3082555+2

00410530545976

HAISLIP, R

MODIFICATION AGREEMENT

410530545976

Document is  
**NOT OFFICIAL!**  
MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated June 21, 2003, is made and executed between R SCOTT HAISLIP and THERESA K BOSAK, whose addresses are 10307 APPLEWOOD CT, MUNSTER, IN 46321-5130 and 10307 APPLEWOOD CT, MUNSTER, IN 46321-5130 (referred to below as "Borrower"), R SCOTT HAISLIP, whose address is 10307 APPLEWOOD CT, MUNSTER, IN 46321-5130 and THERESA K BOSAK, whose address is 10307 APPLEWOOD CT, MUNSTER, IN 46321-5130; HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES (referred to below as "Grantor"), and BANK ONE, NA (OHIO) (referred to below as "Lender").

**RECITALS**

Lender has extended credit to Borrower pursuant to a Bank One Home Equity Line of Credit Agreement and Disclosure Statement dated **October 14, 2002**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **October 14, 2002** and recorded on **October 23, 2002** in **DOC #2002 095515** in the office of the County Clerk of LAKE, Indiana (the "Mortgage").



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**MODIFICATION AGREEMENT**  
(Continued)

Loan No: 410530545976

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**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in LAKE County, State of Indiana:

Tax ID : 18-28-562-7

LOT 7 IN WHITE OAK ESTATES, BLOCK ONE, AN ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 74 PAGE 65, AND AMENDED BY PLAT OF CORRECTION RECORDED AUGUST 9, 1993, IN PLAT BOOK 74 PAGE 81, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 10307 APPLEWOOD CT, MUNSTER, IN 46321-5130. The Real Property tax identification number is 18-28-562-7.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$70,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$70,000.00** at any one time.

As of **June 21, 2003** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.


**MODIFICATION FEE.** Borrower agrees to pay Lender a Modification Fee of \$75. This fee will be billed to the Borrower's account, will be reflected on Borrower's next periodic statement after the date of this Modification Agreement and will be due as part of the next monthly payment. If Borrower has signed up for ACH automatic payment deduction, this fee will be included in the next scheduled ACH transaction after the date of this Modification Agreement.

**BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED JUNE 21, 2003.**

MODIFICATION AGREEMENT  
(Continued)

Loan No: 410530545976

BORROWER:

X   
R SCOTT HAISLIP, Individually


X   
THERESA K BOSAK, Individually

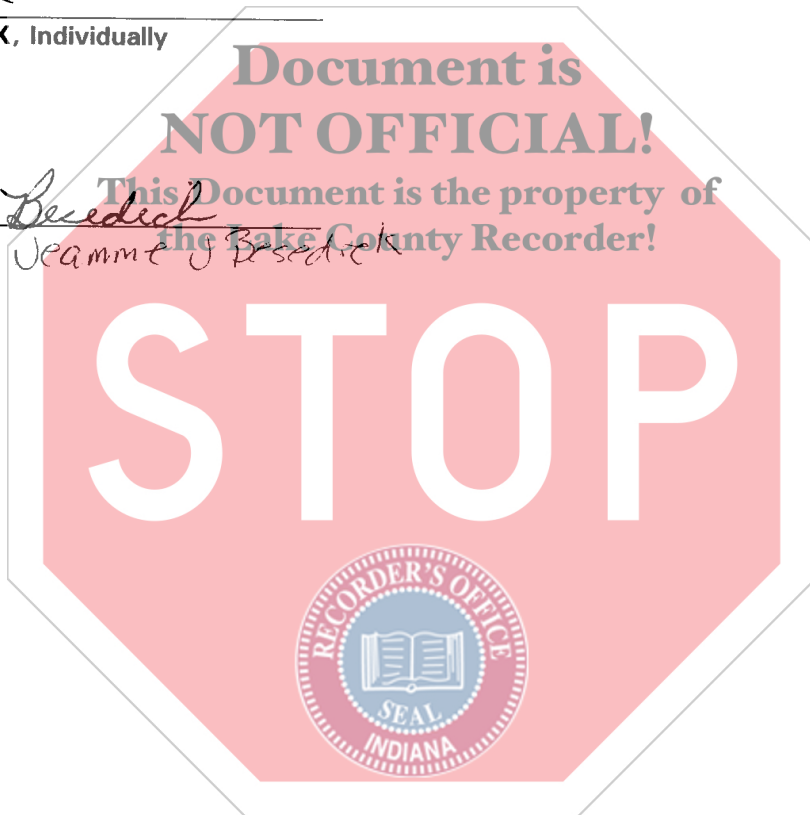
GRANTOR:

X   
R SCOTT HAISLIP, Individually

X   
THERESA K BOSAK, Individually

LENDER:

X   
Authorized Signer James J. Beedick



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

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On this day before me, the undersigned Notary Public, personally appeared **R SCOTT HAISLIP and THERESA K BOSAK, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of June, 2003.

By Deborah A. Wegman

Residing at Lake County

Notary Public in and for the State of Indiana

My commission expires 7-30-06

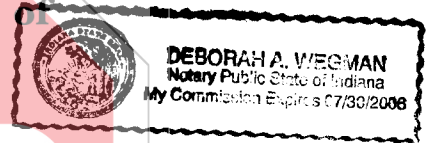
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NOT OFFICIAL!  
This Document is the property of  
the Lake County Recorder!

STATE OF Indiana

COUNTY OF Lake

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On this day before me, the undersigned Notary Public, personally appeared **R SCOTT HAISLIP and THERESA K BOSAK, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES**, to me known to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

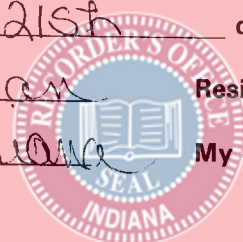
Given under my hand and official seal this 21st day of June, 2003.

By Deborah A. Wegman

Residing at Lake County

Notary Public in and for the State of Indiana

My commission expires 7-30-06



LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake



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On this 21st day of June, 20 03, before me, the undersigned Notary Public, personally appeared Joanne Besedick and known to me to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By Deborah A. Wegman  
Notary Public in and for the State of Indiana

Residing at Lake County  
My commission expires 7-30-06

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NOT OFFICIAL!

This Modification Agreement was drafted by: MARY E. SPEARO, PROCESSOR  
the Lake County Recorder.

STOP

