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WHEN RECORDED MAIL TO:

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



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CWIKLINSKI, JOHN
MODIFICATION AGREEMENT

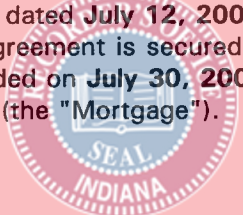
410530596774

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THIS MODIFICATION AGREEMENT dated February 17, 2004, is made and executed between JOHN CWIKLINSKI and WENDY K CWIKLINSKI, whose addresses are 24360 CLINE AVE, LOWELL, IN 46356 and 24360 CLINE AVE, LOWELL, IN 46356 (referred to below as "Borrower"), JOHN CWIKLINSKI, whose address is 24360 CLINE AVE, LOWELL, IN 46356 and WENDY K CWIKLINSKI, whose address is 24360 CLINE AVE, LOWELL, IN 46356; HUSBAND AND WIFE (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 July 12, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated July 12, 2003 and recorded on July 30, 2003 in DOC #2003 078507 in the office of the County Clerk of LAKE, Indiana (the "Mortgage").



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MODIFICATION AGREEMENT
(Continued)

Loan No: 410530596774

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

Tax ID : 10-1-38-25

PARCEL 1: PART OF THE SOUTH 30 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION THAT IS 420 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 10 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF KANKAKEE ACRES 2ND ADDITION AS SHOWN IN PLAT BOOK 41 PAGE 102, IN LAKE COUNTY, INDIANA, A DISTANCE OF 585.11 FEET TO A LINE THAT IS 713 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 0 DEGREES 14 MINUTES 43 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 30 FEET TO THE NORTH LINE OF THE SOUTH 390 FEET OF THE SOUTH 30 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 34 TO THE EAST LINE OF SECTION 34; THENCE NORTH ALONG SAID EAST LINE 30 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA. PARCEL 2: PART OF THE SOUTH 30 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH 30 ACRES; THENCE EAST ALONG THE NORTH LINE THEREOF, 713 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTH 30 ACRES 601.92 FEET TO THE NORTH LINE OF THE SOUTH 390 FEET OF SAID SOUTH 30 ACRES; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 34, 693 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTH 30 ACRES 390 FEET TO THE SOUTH LINE OF SAID SECTION 34; THENCE WEST ALONG SAID SOUTH LINE 20 FEET TO THE WEST LINE OF SAID SOUTH 30 ACRES; THENCE NORTH ALONG SAID WEST LINE 991.93 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 24360 CLINE AVE, LOWELL, IN 46356. The Real Property tax identification number is 10-1-38-25.

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 **\$35,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$35,000.00** at any one time.

As of **February 17, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **1.41%**.

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

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530596774

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 FEBRUARY 17, 2004.

BORROWER:

x *John Cwiklinski*
JOHN CWIKLINSKI, Individually

x *Wendy K Cwiklinski*
WENDY K CWIKLINSKI, Individually

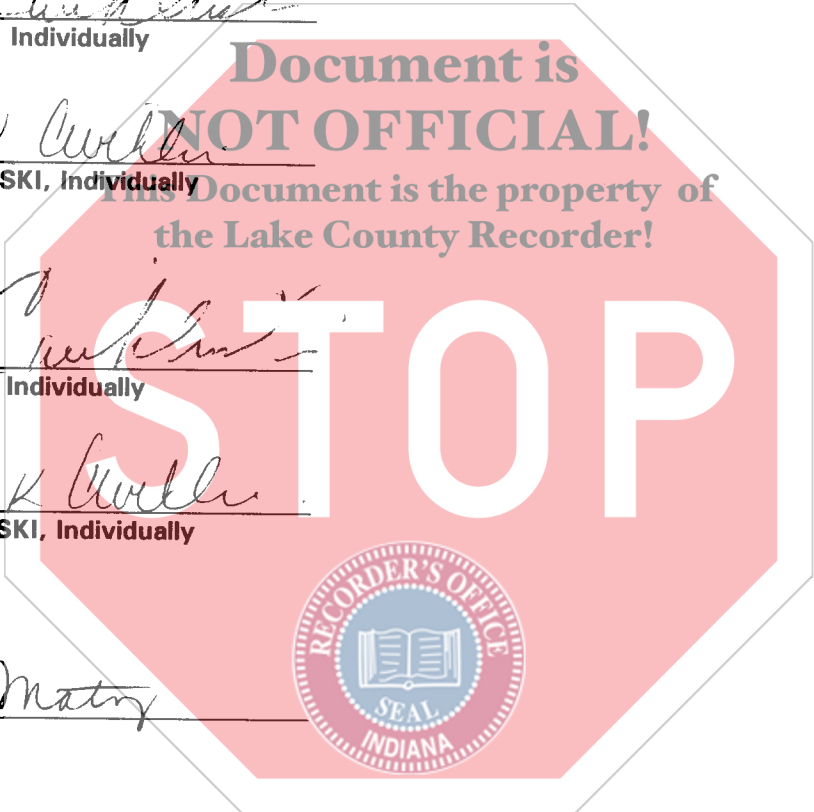
GRANTOR:

x *John Cwiklinski*
JOHN CWIKLINSKI, Individually

x *Wendy K Cwiklinski*
WENDY K CWIKLINSKI, Individually

LENDER:

x *Becky J Matry*
Authorized Signer



MODIFICATION AGREEMENT
(Continued)

Loan No: 410530596774

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **JOHN CWIKLINSKI**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of February, 2004.
By Stella H. Leszczewski Residing at Saint John, Indiana
Notary Public in and for the State of Indiana My commission expires 04/03/2008

STELLA G. LESZCZEWSKI
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires April 3, 2008
Resident Of Lake County, Indiana

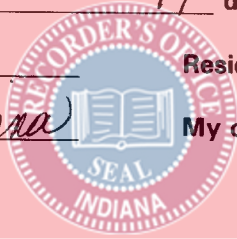
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STATE OF Indiana)
) SS
COUNTY OF Lake)

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On this day before me, the undersigned Notary Public, personally appeared **WENDY K CWIKLINSKI**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of February, 2004.
By Stella H. Leszczewski Residing at Saint John, Indiana
Notary Public in and for the State of Indiana My commission expires 04/03/2008



STELLA G. LESZCZEWSKI
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires April 3, 2008
Resident Of Lake County, Indiana

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530596774

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **JOHN CWIKLINSKI**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

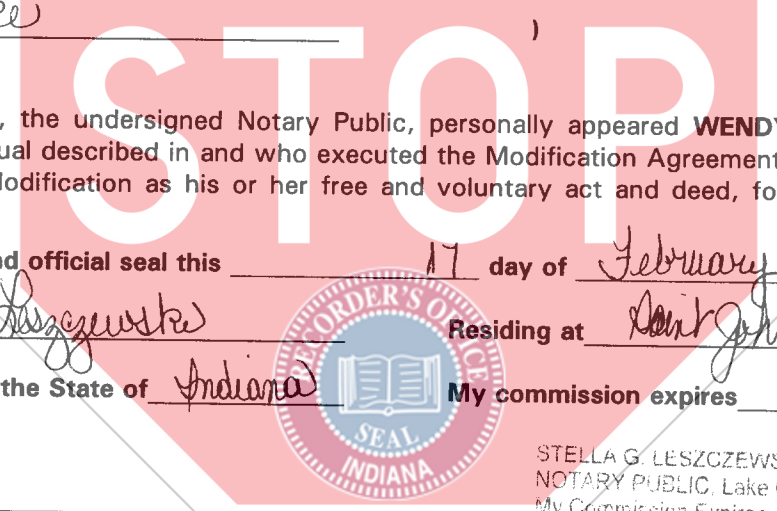
Given under my hand and official seal this 17 day of February, 2004.
By Stella G. Leszczewski Residing at Saint John, Indiana
Notary Public in and for the State of Indiana My commission expires 04/03/2008

STELLA G. LESZCZEWSKI
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires April 3, 2008
Resident Of Lake County, Indiana

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STATE OF Indiana)
) SS
COUNTY OF Lake)

This Document is the property of the Lake County Recorder!



On this day before me, the undersigned Notary Public, personally appeared **WENDY K CWIKLINSKI**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of February, 2004.
By Stella G. Leszczewski Residing at Saint John, Indiana
Notary Public in and for the State of Indiana My commission expires 04/03/2008

STELLA G. LESZCZEWSKI
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires April 3, 2008
Resident Of Lake County, Indiana

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
)
) SS
COUNTY OF Lake)

On this 17 day of February, 20 04, before me, the undersigned Notary Public, personally appeared Becky Matz 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 Stella G. Leszczewski Residing at Saint John, Indiana
Notary Public in and for the State of Indiana My commission expires 04/03/2008

STELLA G. LESZCZEWSKI
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires April 3, 2008
Resident Of Lake County, Indiana

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This Modification Agreement was drafted by: DIANE M HAYDOCK, PROCESSOR of the Lake County Recorder!

