

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 046384

28th JUN -3 AM 9:22

MORRIS L. CASTER
RECORDER



3090411+3 00410530543086
BELLAR, SHERI
MODIFICATION AGREEMENT

WHEN RECORDED MAIL TO:

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

410530543086

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 8, 2004, is made and executed between SHERI A BELLAR and SCOTT A BELLAR, whose addresses are 5114 W 78TH CT, SCHERERVILLE, IN 46375 and 5114 W 78TH CT, SCHERERVILLE, IN 46375 (referred to below as "Borrower"), SHERI A BELLAR, whose address is 5114 W 78TH CT, SCHERERVILLE, IN 46375 and SCOTT A BELLAR, whose address is 5114 W 78TH CT, SCHERERVILLE, IN 46375; WIFE AND HUSBAND, AS TENANTS BY 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 26, 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 26, 2002** and recorded on **November 12, 2002** in **DOC #02-102963** in the office of the County Clerk of LAKE, Indiana (the "Mortgage").

20.00
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4.00
over

630388739

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530543086

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

Tax ID : 20-13-0244-0012

CITY OF SCHERERVILLE, COUNTY OF LAKE, STATE OF INDIANA, TO WIT: LOT 12 IN C. GORLEY'S ROLLING HILL ESTATES, UNIT NUMBER 2, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 35, PAGE 53, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 5114 W 78TH CT, SCHERERVILLE, IN 46375. The Real Property tax identification number is 20-13-0244-0012.

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 **\$20,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$20,000.00** at any one time.

As of **May 8, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **4.9%**.

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.

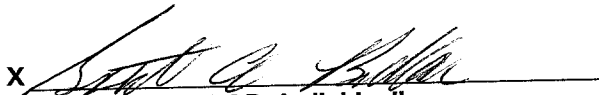
BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED MAY 8, 2004.

MODIFICATION AGREEMENT
(Continued)

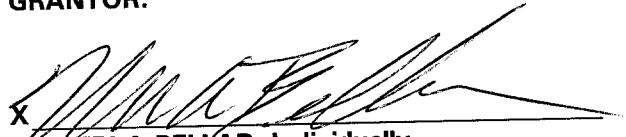
Loan No: 410530543086

BORROWER:

X 
SHERI A BELLAR, Individually


X 
SCOTT A BELLAR, Individually

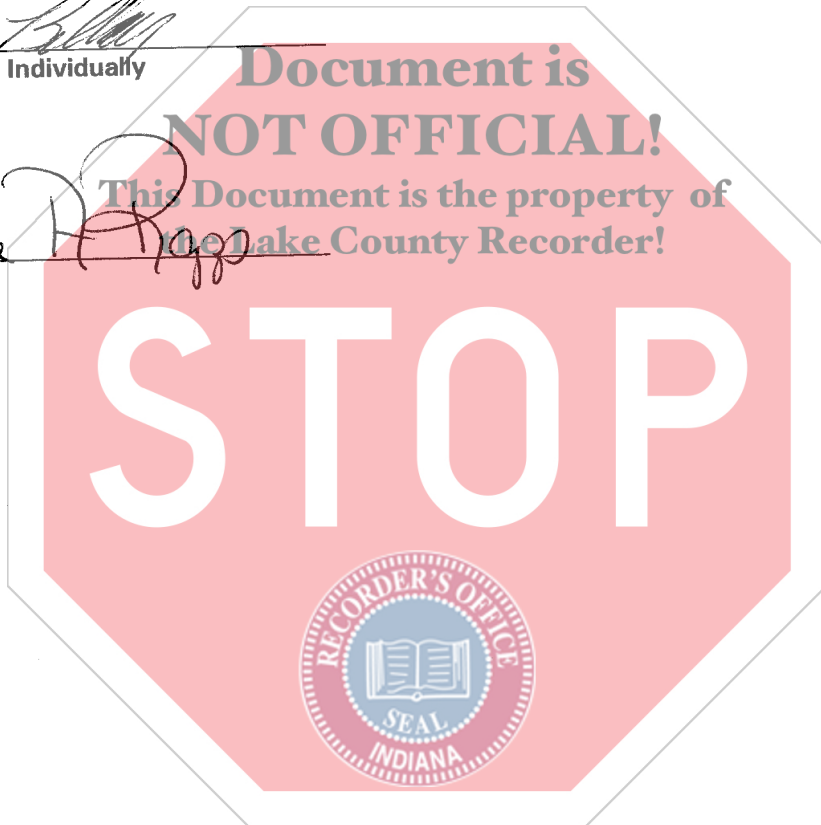
GRANTOR:

X 
SHERI A BELLAR, Individually

X 
SCOTT A BELLAR, Individually

LENDER:

X 
Michelle A. Rago
Authorized Signer



MODIFICATION AGREEMENT
(Continued)

Loan No: 410530543086

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **SHERI A BELLAR**, 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 8th day of May, 2004.
By Mitchell A Sulski Residing at Merrellville
Notary Public in and for the State of IN My commission expires 2-26-08

Document is
NOTARY ACKNOWLEDGMENT

MIKELL A. SULSKI
Notary Public, Lake County, Indiana
My Commission Expires February 26, 2008
Resident of Lake County, Indiana

STATE OF IN)
) 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 **SCOTT A BELLAR**, 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 8th day of May, 2004.
By Mitchell A Sulski Residing at Merrellville
Notary Public in and for the State of IN My commission expires 2-26-08

MIKELL A. SULSKI
Notary Public, Lake County, Indiana
My Commission Expires February 26, 2008
Resident of Lake County, Indiana

Loan No: 410530543086

INDIVIDUAL ACKNOWLEDGMENT

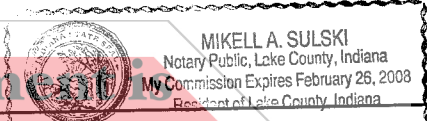
STATE OF IN.)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **SHERI A BELLAR**, 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 8th day of May, 2004.

By Mikell A Sulski Residing at Norville

Notary Public in and for the State of IN My commission expires 2-26-08



INDIVIDUAL ACKNOWLEDGMENT

This Document is the property of
the Lake County Recorder!

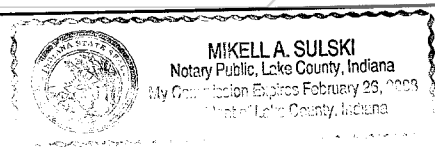
STATE OF IN)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **SCOTT A BELLAR**, 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 8th day of May, 2004.

By Mikell A Sulski Residing at Norville

Notary Public in and for the State of IN My commission expires 2-26-08



MODIFICATION AGREEMENT
(Continued)

Loan No: 410530543086

LENDER ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF LAKE)

On this 8th day of May, 2004, before me, the undersigned Notary Public, personally appeared Michelle Rapp 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 Mikella A Sulski Residing at Merrillville
Notary Public in and for the State of IN My commission expires 2-26-08

Document is
NOT VALID
This Document is the property of
MIKELLA A. SULSKI
Notary Public, Lake County, Indiana
My Commission Expires February 26, 2008
Resident of Lake County, Indiana

This Modification Agreement was drafted by: MARY E. SPEARO, PROCESSOR

STOP

