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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 047747

2004 JUL -8 10:00:00

MODIFICATION AGREEMENT  
RECORDED



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SPENCER, VERNA  
MODIFICATION AGREEMENT

WHEN RECORDED MAIL TO:  
Bank One, N.A. Retail Loan Servicing  
KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606

0530550284

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 15, 2004, is made and executed between VERNA R SPENCER, whose address is 7356 GRAND BLVD, HOBART, IN 46342 (referred to below as "Borrower"), VERNA R SPENCER AKA VERNA F. SPENCER, whose address is 7356 GRAND BLVD, HOBART, IN 46342; A SINGLE PERSON (referred to below as "Grantor"), and BANK ONE, NA (OHIO) (referred to below as "Lender").

This Document is the property of  
the Lake County Recorder!

RECITALS

Lender has extended credit to Borrower pursuant to a Bank One Home Equity Line of Credit Agreement and Disclosure Statement dated November 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 November 14, 2002 and recorded on December 2, 2002 in BOOK 02 PAGE 109766 in the office of the County Clerk of LAKE, Indiana (the "Mortgage").



18.00  
2.00  
4.00  
over  
630400196

**MODIFICATION AGREEMENT**  
(Continued)

Loan No: 0530550284

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

TX ID: 43-53-0004-0027

CITY OF HOBART, LAKE COUNTY IN THE STATE OF INDIANA, TO WIT: PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH RANGE 7 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS , TO WIT: BEGINNING AT A POINT 35 FEET WEST AND 425 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST 400.05 FEET; THENCE SOUTH 100 FEET; THENCE EAST 400.05 FEET TO THE WEST LINE OF THE HIGHWAY KNOWN AS THE FINSWORTH ROAD; THENCE NORTH ALONG THE WEST LINE OF SAID HIGHWAY 100 FEET TO THE PLACE OF BEGINNING.

The Real Property or its address is commonly known as 7356 GRAND BLVD, HOBART, IN 46342. The Real Property tax identification number is 43-53-0004-0027.

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 **\$90,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$90,000.00** at any one time.

As of **May 15, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.25%**.

**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 15, 2004.**



Loan No: 0530550284

BORROWER:

X Verna R Spencer  
VERNA R SPENCER, Individually

GRANTOR:

X Verna R Spencer AKA Verna F. Spencer  
VERNA R SPENCER AKA VERNA F. SPENCER, Individually

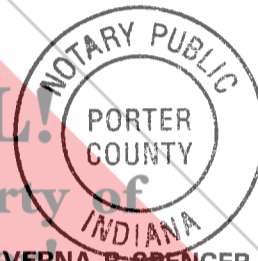
LENDER:

X Justin N. Lopp  
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Porter



On this day before me, the undersigned Notary Public, personally appeared VERNA R SPENCER, 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 15th day of May, 2004.

By Kathleen D. Kuehl Residing at Starke County, Indiana  
Notary Public in and for the State of Indiana My commission expires Dec. 28, 2007  
My commission expires Resident of Starke County, Indiana



Loan No: 0530550284

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Porter )



On this day before me, the undersigned Notary Public, personally appeared **VERNA R SPENCER AKA VERNA F. SPENCER**, 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 15th day of May, 2004.

By Kathleen D Kuehl Residing at KATHLEEN D. KUEHL  
Notary Public, Starke County, Indiana  
My Commission Expires: Dec. 28, 2007  
Notary Public in and for the State of Indiana My commission expires Resident of Starke County, Indiana

LENDER ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Porter )



On this 15th day of May, 2004 before me, the undersigned Notary Public, personally appeared Kristen N Trapp 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 Kathleen D Kuehl Residing at KATHLEEN D. KUEHL  
Notary Public, Starke County, Indiana  
My Commission Expires: Dec. 28, 2007  
Notary Public in and for the State of Indiana My commission expires Resident of Starke County, Indiana



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This Modification Agreement was drafted by: **VERONIKA POLYANSKAYA, PROCESSOR**

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