

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 JAN 28 PM 12:24


MICHAEL A. DEAN
RECORDER

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MILLARD, THEODORE
MODIFICATION AGREEMENT

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

410530631395

Document is
NOT OFFICIAL
MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 16, 2004, is made and executed between THEODORE K MILLARD and BETTY J MILLARD, whose addresses are 2508 PROSPECT ST, GARY, IN 46407 and 2508 PROSPECT ST, GARY, IN 46407 (referred to below as "Borrower"), THEODORE K MILLARD, AKA THEODORE K MILLARD SR, whose address is 2508 PROSPECT ST, GARY, IN 46407 and BETTY J MILLARD, whose address is 2508 PROSPECT ST, GARY, IN 46407; HUSBAND AND WIFE AS TENANTS WITH RIGHT OF SURVIVORSHIP (referred to below as "Grantor"), and JPMORGAN CHASE BANK NA FKA BANK ONE (referred to below as "Lender").

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated February 3, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 3, 2004 and recorded on February 23, 2004 in DOC#2004-0149141 in the office of the County Clerk of LAKE, Indiana (the "Mortgage").

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

Tax ID : 25-46-0153-0004

CITY OF GARY, COUNTY OF LAKE, STATE OF INDIANA: OAK PARK ADDITION, LOT 7, BLOCK 24A IN THE CITY OF GARY, LAKE COUNTY, INDIANA. CITY OF GARY, COUNTY OF LAKE, STATE OF INDIANA: LOTS 5 AND 6, BLOCK 24A, OAK PARK ADDITION IN THE CITY OF GARY, LAKE COUNTY, INDIANA. CITY OF GARY, COUNTY OF LAKE, STATE OF INDIANA, TO-WIT: 46-0153-0001 OAK PARK ADDITION, LIBER 1, BLOCK 24A., 46-0153-0002, OAK PARK ADDITION, LIBER 2, BLOCK 24A. CITY OF GARY, COUNTY OF LAKE, STATE OF INDIANA, TO-WIT: LOTS THREE (3) AND FOUR (4), BLOCK TWENTY FOUR A (24A), (EXCEPT THAT PART IN THE REAR OF SAID LOTS TAKEN FOR ALLEY PURPOSES), CHICAGO TOLLESTON LAND INVESTMENT COMPANY'S OAK PARK ADDITION TO TOLLESTON, NOW IN THE CITY OF GARY, LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 2508 PROSPECT ST, GARY, IN 46407. The Real Property tax identification number is 25-46-0153-0004.

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 **\$50,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$50,000.00** at any one time.

As of **December 16, 2004** 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.

IDENTITY OF LENDER. The original Equity Line Agreement was entered into by and between Borrower and one of the following lenders: Bank One, N.A. or JPMorgan Chase Bank, N.A. On November 13, 2004, Bank One, N.A. merged into JPMorgan Chase Bank, N.A., and all equity line agreements held by Bank One, N.A. were assigned to JPMorgan Chase Bank, N.A. As a result, this Modification

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530631395

Agreement is now being entered into between Borrower and JPMorgan Chase Bank, N.A., either (A) because JPMorgan Chase Bank, N.A. was the original lender, or (B) because JPMorgan Chase Bank, N.A. has acquired Borrower's Equity Line Agreement from Bank One, N.A.

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 DECEMBER 16, 2004.

BORROWER:

x Theodore K. Millard
THEODORE K MILLARD, Individually

x Betty J. Millard
BETTY J MILLARD, Individually

GRANTOR:

x Theodore K. Millard, AKA Theodore K. Millard Sr.
THEODORE K MILLARD, AKA
THEODORE K MILLARD SR.
Individually

x Betty J. Millard
BETTY J MILLARD, Individually

LENDER:

x Mary G. Rose
Authorized Signer

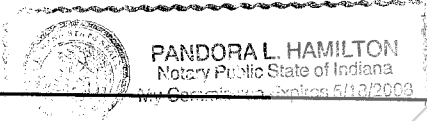


INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **THEODORE K MILLARD**, 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.

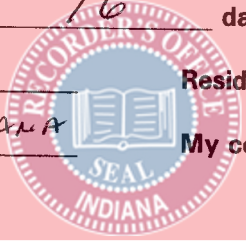
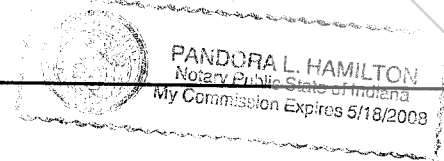
Given under my hand and official seal this 16th day of December, 2004.
By [Signature] Residing at 3680 Broadway
Notary Public in and for the State of INDIANA My commission expires 05-18-2008



STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **BETTY J MILLARD**, 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 16th day of December, 2004.
By [Signature] Residing at 3680 Broadway
Notary Public in and for the State of INDIANA My commission expires 05-18-2008



INDIVIDUAL ACKNOWLEDGMENT

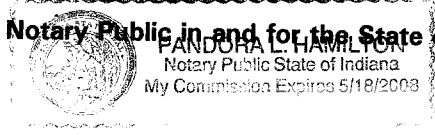
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **THEODORE K MILLARD, AKA THEODORE K MILLARD SR**, 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 16th day of December, 2004.

By [Signature] Residing at 3680 Broadway

Notary Public in and for the State of INDIANA My commission expires 5-18-2008



Document is
INDIVIDUAL ACKNOWLEDGMENT
NOT OFFICIAL!

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

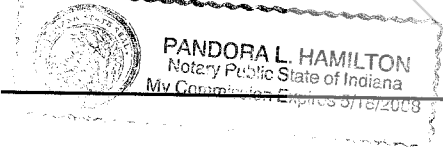
This Document is the property of
the Lake County Recorder!

On this day before me, the undersigned Notary Public, personally appeared **BETTY J MILLARD**, 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 16th day of December, 2004.

By [Signature] Residing at 3680 Broadway

Notary Public in and for the State of INDIANA My commission expires 05-18-2008

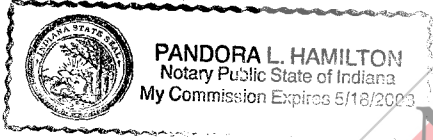


LENDER ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS
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On this 16th day of December, 20 04, before me, the undersigned Notary Public, personally appeared MARY ANN LANE 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 Pandora L Hamilton Residing at 3680 Broadway
Notary Public in and for the State of INDIANA My commission expires 05-18-2008



This Modification Agreement was drafted by: K. HUTCHISON, PROCESSOR