

2005 044822

2005 JUN -2 11:04:55

MICHAEL A. BROWN
RECORDER

Account No. 9415019

Recorded at the Request of:
GMAC Mortgage Corporation

7163777

RETURN TO: SMI/Wesley Hess / Job #530_2505

P.O. Box 540817 Curtis, Michael

Houston, TX 77254-0817 IN/ Lake



RESERVE THIS SPACE FOR
USE OF RECORDING OFFICE

MIN 100037506853527126

**GMAC MORTGAGE CORPORATION
AMENDMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE**

THIS AMENDMENT (this "Amendment") is signed to amend the "Agreement" and the "Mortgage" defined below; it is dated as of November 6, 2004, and is made by Michael T. Curtis And Therese Curtis, Husband And Wife , who reside(s) at 258 Fairfield Drive , Crown Point, Indiana 46307-4583 as borrower(s) and mortgagor(s), and Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026, acting solely as a nominee for GMAC Mortgage Corporation, 100 Witmer Road, Horsham, PA 19044-0963, as lender and mortgagee.

MEANING OF WORDS. Throughout this Amendment, "we", "us" and "our" refer to mortgagor(s) and borrower(s). "GMAC" refers to GMAC Mortgage Corporation or its assigns. "Borrower" refers to each person who signed the Agreement as borrower.

BACKGROUND

A. EXISTING AGREEMENT. On December 20, 2003, Borrower and GMAC entered into a Home Equity Line of Credit Agreement (the "Agreement") under which GMAC established a credit limit under which it agreed to make advances to Borrower up to \$15,000.00.

B. EXISTING MORTGAGE. In order to secure to GMAC (i) repayment of advances made under the Agreement up to the credit limit specified in the Agreement, plus FINANCE CHARGES and any other amounts due under the Agreement and (ii) the performance under the Agreement of each Borrower, we gave GMAC a Mortgage, dated the same date as the Agreement (the "Mortgage"), against the "Property", as defined in the Mortgage, including the real estate located at 258 Fairfield Drive , Crown Point, Indiana 46307-4583, Lake County, Indiana, more fully described in the Mortgage and in Schedule A to this Amendment. The Mortgage was duly recorded in the county recorder's office in Lake County, Indiana on January 30, 2004 in Book 2004008286, at Page .

C. PREVIOUS AMENDMENT OF EXISTING AGREEMENT. The Agreement was previously amended on .

D. PREVIOUS AMENDMENT OF EXISTING MORTGAGE. The Mortgage was previously amended on by amendment recorded in Lake County, Indiana in , Page .

E. CURRENT CREDIT LIMIT. Borrower's credit limit is presently \$15,000.00 (the "Current Credit Limit").

F. DESIRE TO AMEND. We and GMAC desire to amend the Agreement and the Mortgage.

With this background, we and GMAC agree to amend the Agreement and the Mortgage as follows:

1. **NO NEW ENCUMBRANCES, CHARGES OR LIENS.** We represent and covenant that no encumbrances, charges or liens have been placed on the Property since the latter of the date of the Mortgage or the date of the last amendment to the Mortgage shown above [except for a mortgage dated December 30, 2003 in the amount of \$203,000.00 in favor of GMAC MORTGAGE CORPORATION].

IN LI

92700
#18.00
es

2. INCREASE IN CREDIT LIMIT. Effective on the "Amendment Trigger Date", the "Credit Limit", as defined in the Agreement, and the specific dollar amount shown in the Mortgage as part of the "Total Balance Outstanding", shall each be increased to \$35,000.00. The "Amendment Trigger Date" is generally the date GMAC receives notice that this Amendment has been recorded or the date it receives a properly executed copy of this Amendment, whichever is later. However, the Amendment Trigger Date will never be before the fourth business day after the date of this Amendment or, if GMAC chooses, before GMAC receives a written statement from each person who signs this Amendment that such person has not canceled this Amendment. This statement must be signed, dated and delivered to GMAC not earlier than the fourth business day after this Amendment is signed by us.

3. CO-SIGNERS. Any person who signs this Amendment but did not execute the Agreement (a) is signing only to further encumber that person's interest in the Property and to release all homestead, dower, curtesy, appraisal, evaluation, redemption, reinstatement, stay, extension, and exemption rights and all rights under moratorium laws now existing or hereafter enacted, (b) is not personally liable under the Agreement and the Mortgage, as amended (the "Credit Documents") and (c) agrees that GMAC and any of us may agree to modify the Credit Documents, without consent and without modifying the interests of the rest of us under the Credit Documents.

4. GMAC CHARGES FOR THE INCREASED CREDIT LIMIT. In connection with the increase in Credit Limit, Borrower agrees to reimburse GMAC for the following closing costs. Upon signing this Amendment, Borrower will pay GMAC the Total of the "Paid In Cash" column. On the Amendment Trigger Date, GMAC will advance Borrower under the Account the Total of the "To Be Financed" column. FINANCE CHARGES will be imposed on such advances.

<u>Closing Costs</u>	<u>Paid In Cash</u>	<u>To Be Financed</u>	<u>Total</u>
Appraisal Fee	\$0.00	\$0.00	\$0.00
Title Insurance and Endorsement	\$0.00	\$0.00	\$0.00
Title Search	\$0.00	\$0.00	\$0.00
Recording Fee (1)	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00

- (1) Estimated. Subject to adjustment when actual out-of-pocket costs determined.
- (2) Includes title examination and closing agent's fees.

5. INCREASE IN LIEN OF MORTGAGE. We hereby confirm our mortgage of the Property made in the Mortgage and we hereby mortgage the Property to the additional extent set forth in this Amendment. The Mortgage, as amended by this Amendment, gives GMAC a lien on the Property to the extent of (i) the amounts we borrow under the Account, up to the new Credit Limit; (ii) FINANCE CHARGES thereon; and (iii) any other amounts we owe under the Credit Documents. The Mortgage is made a part of this Amendment by reference.

6. OTHER TERMS OF EXISTING AGREEMENT AND MORTGAGE UNAFFECTED. Except as amended hereby, the terms of the Agreement and the Mortgage, as previously amended, shall remain in full force and effect. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Amendment, but, if necessary to comply with local law or custom MERS (as nominee for GMAC or GMAC's successors and assigns) has the right to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the property; and to take any action required by GMAC including but not limited to, releasing and canceling this Amendment.

By signing this Amendment, we and GMAC agree to all of the above.

WITNESSES:

Signature: [Signature]
Name Printed: Pat Kennard

[Signature] (SEAL)
Michael T. Curtis

Signature: [Signature]
Name Printed: Joel Schrader

[Signature] (SEAL)
Therese Curtis

____ (SEAL)

____ (SEAL)

[Corporate Seal]



Mortgage Electronic Registration Systems Inc., as nominee for GMAC Mortgage Corporation

Document is NOT OFFICIAL
By [Signature]
Title: MAI NESSA BIRKETT
ASST. SECRETARY
This Document is the property of the Lake County Recorder!

STATE OF INDIANA : SS.
COUNTY OF LAKE :

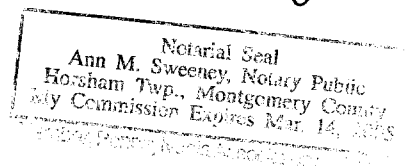
On this, the 14th day of NOVEMBER, 2004, before me personally came Michael T. Curtis And Therese Curtis, Husband And Wife to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same.

[Signature]
Notary Public
[Signature] County, Indiana
My Comm. Expires: MARCH 3, 2008

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

On this day, November 6, 2004, before me personally came [Signature] who acknowledged himself/herself to be the ASST. SECRETARY of Mortgage Electronic Registration Systems, Inc., a Delaware Corporation, and that he/she as such ASST. SECRETARY being authorized to do so executed the foregoing instrument by signing the name of the Corporation by himself/herself as ASST. SECRETARY

[Signature]
Notary Public



AMENDMENT

MICHAEL T. CURTIS AND THERESE CURTIS

TO

GMAC MORTGAGE CORPORATION

This Instrument Prepared By:

Tamika Scott
GMAC Mortgage Corporation
4 Walnut Grove Drive
Horsham, PA 19044-0963

Recorded At Request of:

GMAC Mortgage Corporation

Return By Mail To:

GMAC Mortgage Corporation
Home Equity Funding
4 Walnut Grove Drive
Horsham, PA 19044-0963



Schedule A

ALL THAT PARCEL OF LAND IN CITY OF CROWN POINT, LAKE COUNTY, STATE OF INDIANA,
AS MORE FULLY DESCRIBED IN DEED DOC# 97005385, BEING KNOWN AND
DESIGNATED AS LOT 16 IN FAIRFIELD SUBDIVISION UNIT 2, IN THE CITY OF
CROWN POINT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 71 PAGE 38, IN
THE OFFICE OF THE COUNTY RECORDER OF LAKE COUNTY, INDIANA.

Tax ID Number: 23-09-477-4

Known as: 258 Fairfield Drive , Crown Point, Indiana 46307-4583

