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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 047464

2005 JUN -9 AM 10:43

MICHAEL A. BROWN  
RECORDER

**WHEN RECORDED MAIL TO:**

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



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FRONEK, SANDRA  
MODIFICATION AGREEMENT

410530571661

Document is  
**NOT OFFICIAL**  
MODIFICATION AGREEMENT

**THIS MODIFICATION AGREEMENT** dated May 20, 2005, is made and executed between SANDRA FRONEK and DAVID FRONEK, whose addresses are 7108 W 140TH AVE, CEDAR LAKE, IN 46303-9638 and 7108 W 140TH AVE, CEDAR LAKE, IN 46303-9638 (referred to below as "Borrower"), SANDRA FRONEK, whose address is 7108 W 140TH AVE, CEDAR LAKE, IN 46303-9638 and DAVID FRONEK, whose address is 7108 W 140TH AVE, CEDAR LAKE, IN 46303-9638; WIFE AND HUSBAND (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 April 10, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 10, 2003 and recorded on May 1, 2003 in DOC# 2003 043670 in the office of the County Clerk of LAKE, Indiana (the "Mortgage").

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**MODIFICATION AGREEMENT**  
(Continued)

Loan No: 410530571661

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

TAX ID 31-25-0094-0006 & 31-25-0094-0007

LAKE COUNTY IN THE STATE OF INDIANA, TO-WIT: LOTS 6 AND 7, BLOCK 2, KUBISH'S SUBDIVISION, CEDAR LAKE, AS SHOWN IN PLAT BOOK 18, PAGE 25, IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 7108 W 140TH AVE, CEDAR LAKE, IN 46303-9638. The Real Property tax identification number is 31-25-0094-0006 & 31-25-0094-0007.

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 **\$119,900.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$119,900.00** at any one time.

As of **May 20, 2005** 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 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 MAY 20, 2005.**

**MODIFICATION AGREEMENT**  
(Continued)

Loan No: 410530571661

**BORROWER:**

X Sandra Fronek  
SANDRA FRONEK, Individually

X David Fronek  
DAVID FRONEK, Individually

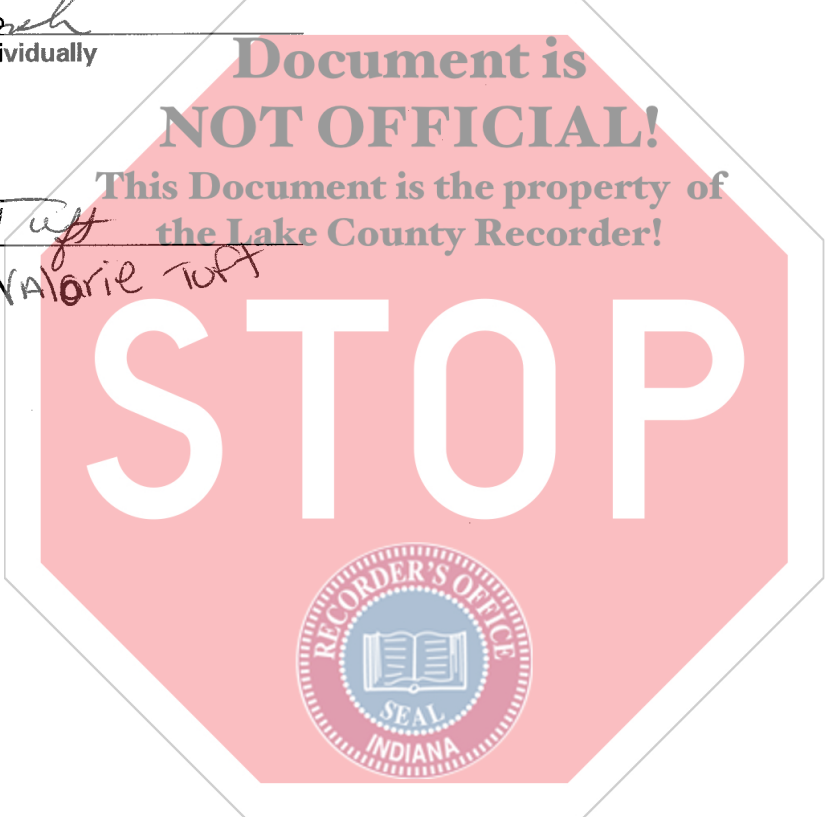
**GRANTOR:**

X Sandra Fronek  
SANDRA FRONEK, Individually

X David Fronek  
DAVID FRONEK, Individually

**LENDER:**

X Valerie Tuft  
Authorized Signer Valerie Tuft



Loan No: 410530571661

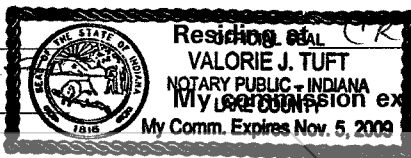
INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **SANDRA FRONEK**, 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 20th day of May, 2005.

By Valorie J. Tuft  
Valorie J. Tuft  
Notary Public in and for the State of IN



Document is  
NOT OFFICIAL  
INDIVIDUAL ACKNOWLEDGMENT

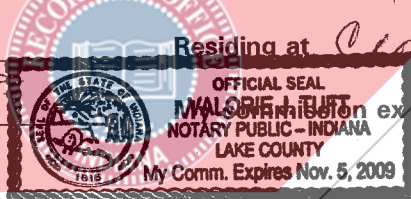
This Document is the property of  
the Lake County Recorder!

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

On this day before me, the undersigned Notary Public, personally appeared **DAVID FRONEK**, 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 20th day of May, 2005.

By Valorie J. Tuft  
Valorie J. Tuft  
Notary Public in and for the State of IN



Loan No: 410530571661

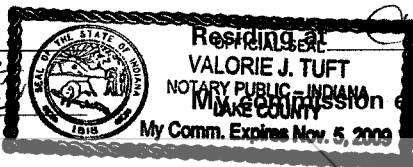
INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

On this day before me, the undersigned Notary Public, personally appeared **SANDRA FRONEK**, 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 20th day of May, 2005.

By Valorie J. Tuft  
Valorie J. Tuft  
Notary Public in and for the State of IN Residing at Crown Point, IN  
My Comm. Expires Nov. 5, 2009



Document is  
INDIVIDUAL ACKNOWLEDGMENT  
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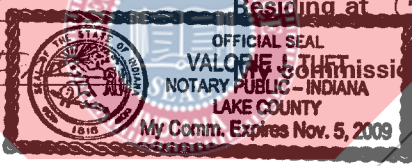
This Document is the property of  
the Lake County Recorder!

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

On this day before me, the undersigned Notary Public, personally appeared **DAVID FRONEK**, 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 20th day of May, 2005.

By Valorie J. Tuft  
Valorie J. Tuft  
Notary Public in and for the State of IN Residing at Crown Point, IN  
My Comm. Expires Nov. 5, 2009



LENDER ACKNOWLEDGMENT

STATE OF INDIANA

)

COUNTY OF Lake

) SS

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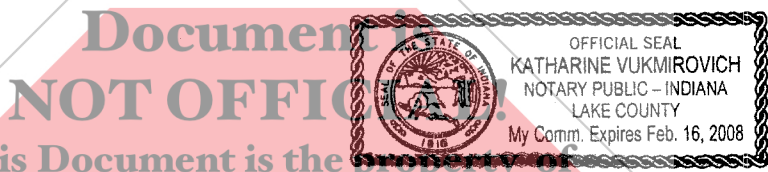
On this 20<sup>th</sup> day of May, 2008, before me, the undersigned Notary Public, personally appeared Valome Tuff and known to me to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of 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 [Signature]

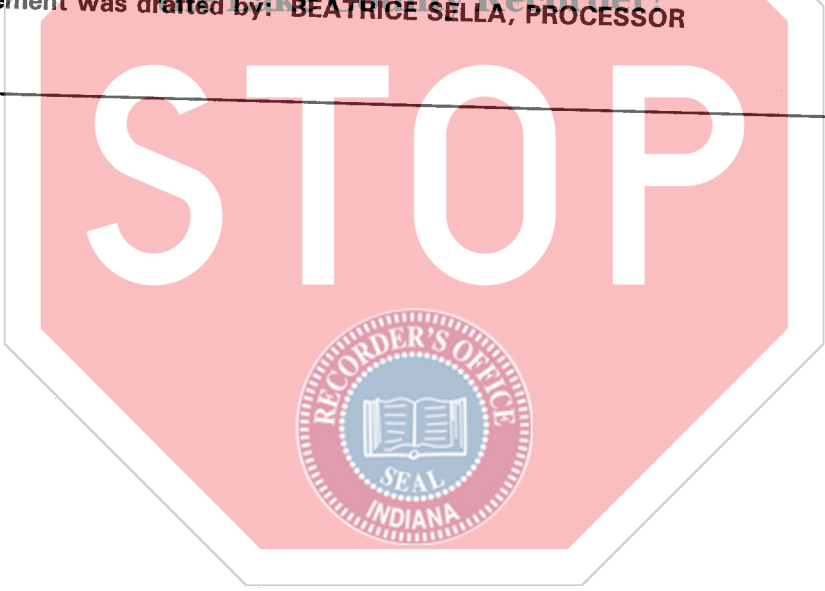
Residing at Cedar Lake, IN

Notary Public in and for the State of IN

My commission expires 2-16-08



This Modification Agreement was drafted by: BEATRICE SELLA, PROCESSOR



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

