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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 052556

2005 JUN 27 AM 9:15

MICHAEL A. BROWN
RECORDER



3618800+4 00410530644504
MIHALCIK, MICHAEL
MODIFICATION AGREEMENT

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

410530644504

Document is
NOT OFFICIAL!
MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 26, 2005, is made and executed between MICHAEL MIHALCIK and SUE E MIHALCIK, whose addresses are 431 N JAY ST, GRIFFITH, IN 46319 and 431 N JAY ST, GRIFFITH, IN 46319 (referred to below as "Borrower"), MICHAEL MIHALCIK, whose address is 431 N JAY ST, GRIFFITH, IN 46319 and SUE E MIHALCIK, whose address is 431 N JAY ST, GRIFFITH, IN 46319; HUSBAND AND WIFE (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 March 25, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated March 25, 2004 and recorded on April 21, 2004 in DOC # 2004 032266 in the office of the County Clerk of LAKE, Indiana (the "Mortgage").

RD. 00
6319441034
CK# 5

D. J. M.

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530644504

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

Tax ID : 15-26-124-40

LOTS 40 AND 41, IN BLOCK 4, IN THE ORIGINAL TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 431 N JAY ST, GRIFFITH, IN 46319. The Real Property tax identification number is 15-26-124-40.

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 **\$69,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$69,000.00** at any one time.

As of **April 26, 2005** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0%**.

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 APRIL 26, 2005.

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530644504

BORROWER:

X Michael Michalik
MICHAEL MIHALCIK, Individually

X Sue E. Michalik
SUE E MIHALCIK, Individually

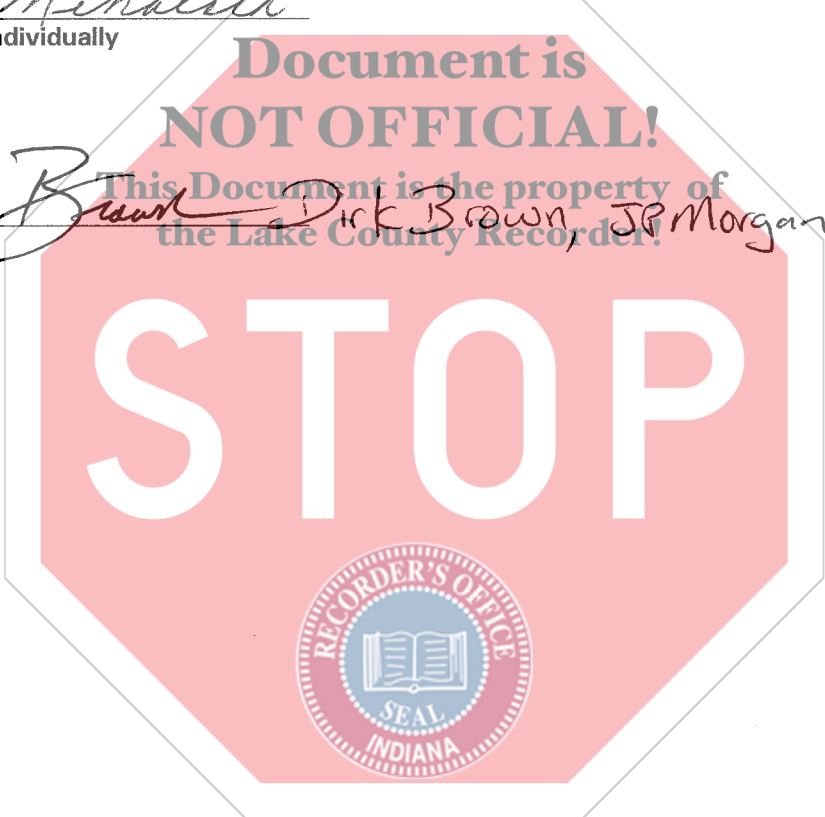
GRANTOR:

Michael Michalik
MICHAEL MIHALCIK, Individually

X Sue E. Michalik
SUE E MIHALCIK, Individually

LENDER:

X Dirk Brown
Authorized Signer



This Document is the property of
Dirk Brown, JPMorgan Chase
the Lake County Recorder!

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530644504

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **MICHAEL MIHALCIK**, 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 26th day of April, 2005.
By Regina L. Macchia Residing at Lake County
Notary Public in and for the State of In My commission expires 10-25-09

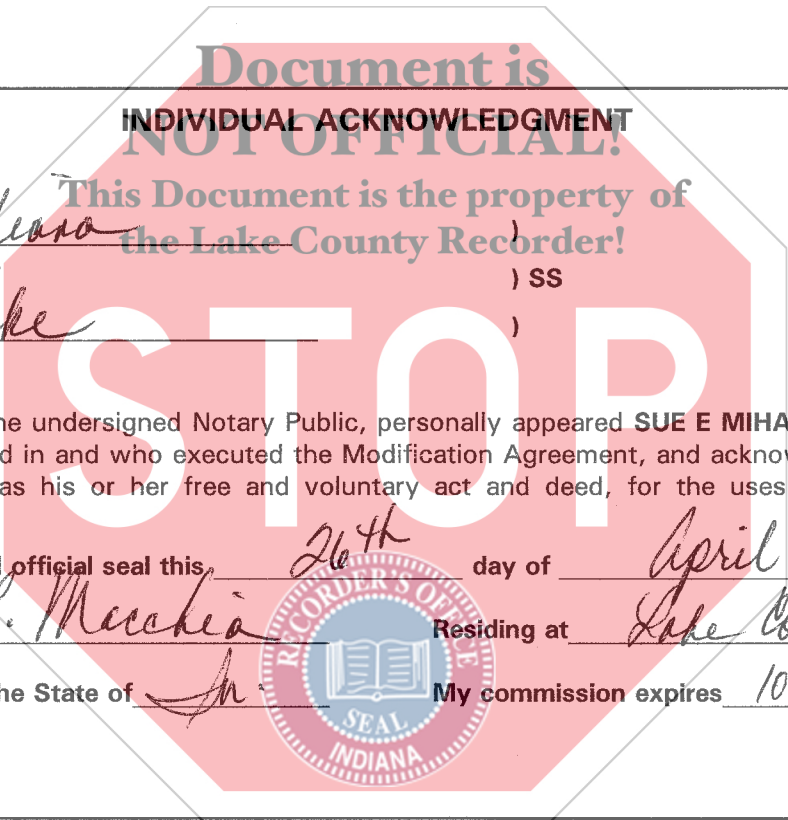
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STATE OF Indiana)
) SS
COUNTY OF Lake)

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the Lake County Recorder!

On this day before me, the undersigned Notary Public, personally appeared **SUE E MIHALCIK**, 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 26th day of April, 2005.
By Regina L. Macchia Residing at Lake County
Notary Public in and for the State of In My commission expires 10-25-09



Loan No: 410530644504

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

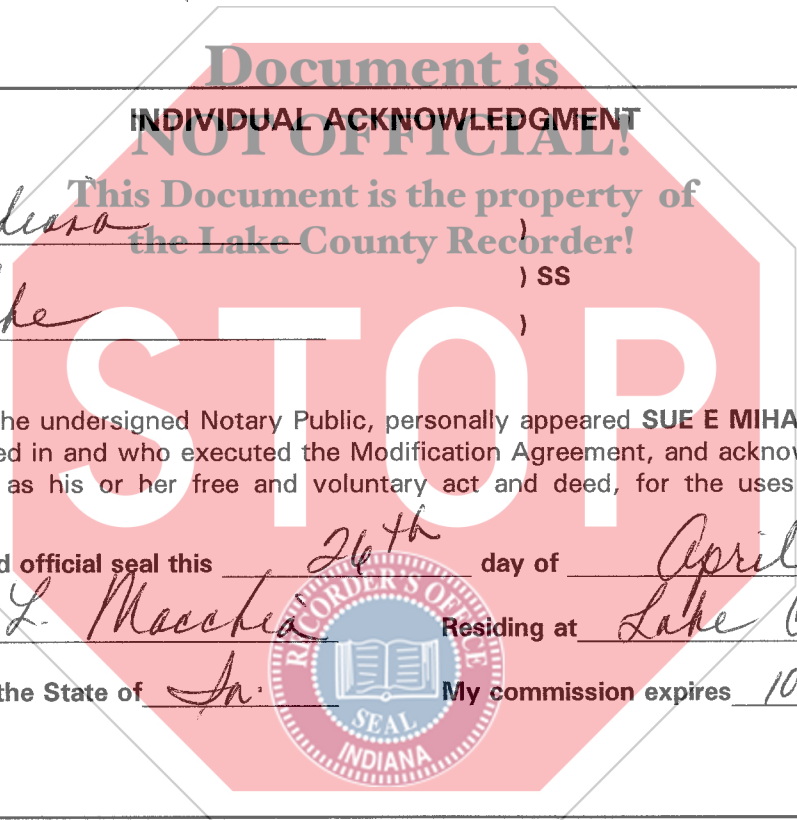
On this day before me, the undersigned Notary Public, personally appeared **MICHAEL MIHALCIK**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of April, 2005.
By Regina L. Macchia Residing at Lake County
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COUNTY OF Lake)

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On this day before me, the undersigned Notary Public, personally appeared **SUE E MIHALCIK**, 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 26th day of April, 2005.
By Regina L. Macchia Residing at Lake County
Notary Public in and for the State of In. My commission expires 10-25-09

Loan No: 410530644504

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 26th day of April, 2005, before me, the undersigned Notary Public, personally appeared, Dirk Brown, Sr. Morgan Chase 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 Regina L. Macchia Residing at Lake County
Notary Public in and for the State of Ind. My commission expires 10-25-09

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This Modification Agreement was drafted by: XIN-HUA QIAN, PROCESSOR

STOP

