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Prepared By:
Heather Callaway
Wells Fargo Equity Direct
526 Chapel Hills Drive
Colorado Springs, CO 80920

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 053687

2005-000946

1-866-452-3913

MICROFILM

After Recording please return to:
Wells Fargo Bank N.A. ←
Wells Fargo Services
Consumer Loan Servicing
P.O. Box 31557
Billings, MT 59107

Account No: 65066409581998

State of Indiana {Space Above This Line For Recording Data}

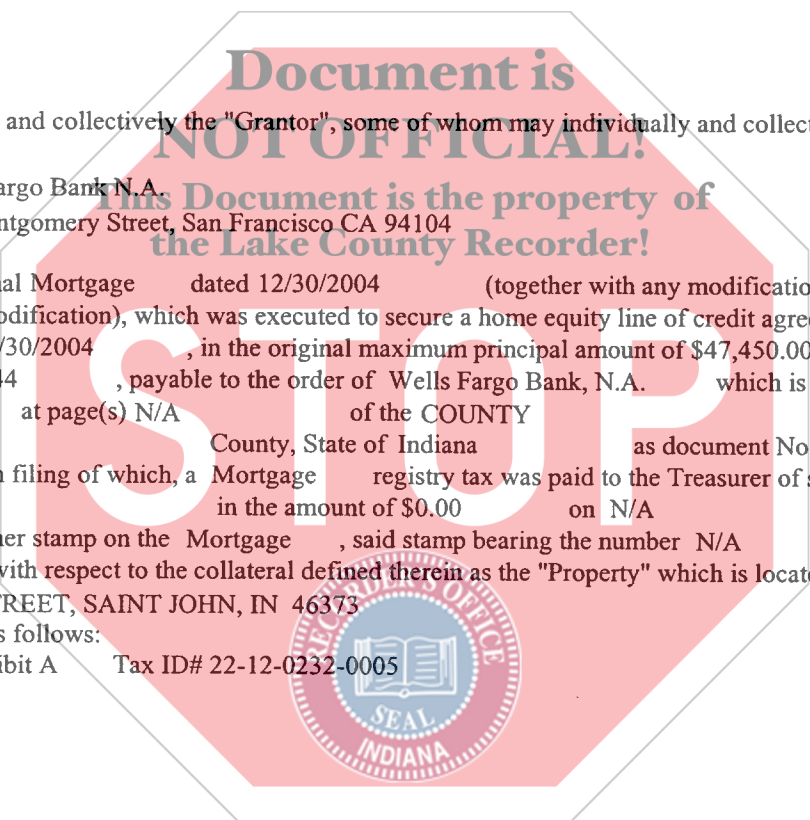
Mortgage MODIFICATION AGREEMENT

This Modification is made this 27 day of May, 2005 between
Wells Fargo Bank, N.A. (the "Lender"), and
DAVID A. BALCERAK, AND KELLY A. BALCERAK, HUSBAND AND WIFE

(both individually and collectively the "Grantor", some of whom may individually and collectively be the "Borrower")

Trustee: Wells Fargo Bank N.A.
420 Montgomery Street, San Francisco CA 94104

(the "Trustee")
modifies an original Mortgage dated 12/30/2004 (together with any modifications to it made prior to the date of this Modification), which was executed to secure a home equity line of credit agreement ("Line of Credit") dated 12/30/2004, in the original maximum principal amount of \$47,450.00 with a maturity date of 12/30/2044, payable to the order of Wells Fargo Bank, N.A. which is recorded in Book/Roll N/A at page(s) N/A of the COUNTY of LAKE County, State of Indiana as document No. 2005-000946 in connection with filing of which, a Mortgage registry tax was paid to the Treasurer of said COUNTY in the amount of \$0.00 on N/A and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number N/A, and which affects the rights with respect to the collateral defined therein as the "Property" which is located at 8664 TAPPER STREET, SAINT JOHN, IN 46373 and is described as follows:
See Attached Exhibit A Tax ID# 22-12-0232-0005



2700
Ch#
4212554
D.A.711

This Modification further modifies the Line of Credit to reflect certain changes to the Borrower's revolving Line of Credit with the Lender that is secured by the Mortgage and the Borrower/Grantor acknowledge that the Line of Credit and Mortgage are valid and enforceable and represent the Borrower's/Grantor's legal and binding obligations, free and clear of any claim, defense or offset.

Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this Modification agree to as follows:

- Change in Credit Limit.** The Borrower/Grantor hereby agrees that the maximum available principal amount of the Line of Credit is now \$57,450.00 and that the lien of the Mortgage shall secure the Line of Credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Mortgage to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified maximum amount of the line of credit. Each reference in the Mortgage to the "Line of Credit" shall be deemed on and after the date of this Modification to refer to the Line of Credit as it is now amended by the Modification, together with any future extensions, modifications, or renewals thereof. The lien of this Mortgage shall continue to secure the revolving Line of Credit, which is now evidenced by the modified Line of Credit.

- Extension of Maturity Date.** If the Line of Credit does not provide for a Repayment Period, the Borrower/Grantor hereby agrees that the revolving Line of Credit will terminate and the entire unpaid principal balance outstanding on the Line of Credit, together with any unpaid finance charges and other charges, will be due and payable in full on N/A. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Line of Credit.

If the Line of Credit provides for a Repayment Period, Borrower/Grantor agrees to extend the Draw Period by ten (10) years resulting in a new maturity date for the Mortgage of 12/30/2044. Borrower/Grantor agrees that this extension results in a longer Draw Period, but does not result in a longer term for the Repayment Period. Furthermore, Borrower/Grantor agrees that if the Line of Credit provides for Fixed Rate Advances and a Repayment Period, this extension shall not affect the term or amortization of the Fixed Rate Advances under the revolving Line of Credit existing as of the date first set forth above. In addition, if the Line of Credit provides for Fixed Rate Advances and a Repayment Period, for purposes of final and complete repayment of remaining balances, the Borrower/Grantor agrees that the Account shall have the Maturity Date more particularly described in the Line of Credit. Until the Maturity Date, the Borrower agrees to make the monthly payments as disclosed in the Line of Credit.

- Finance Charge/Margin.** The Borrower hereby agrees that the daily periodic rate will be increased decreased to 1/365 or 1/366 during leap years of 1.625 % over the "Index Rate" which is disclosed in the Line of Credit.

- Rescission.** The Borrower/Grantor has exercised their right to rescind any use of the Line of Credit for purposes other than to purchase the Property. Therefore, the Mortgage and Line of Credit are hereby modified to close the Line of Credit, to limit the "Secured Debt" to \$N/A as it relates to the Line of Credit and to delete all Riders attached to the Mortgage as they may relate to an open-end line of credit.

The following terms and conditions apply regardless of which boxes are checked above:

All original terms and conditions of the Line of Credit and Mortgage (including any previous modifications) remain in full force and effect, except as modified by this Modification, and the Borrower/Grantor agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit and Mortgage at the time and in the manner therein provided.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Modification, and the recording hereof, including any Mortgage registry tax that may be due.

This Modification does not increase or extend any revolving credit insurance Borrower purchased in connection with the Line of Credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

The Borrower agrees that the Lender may make certain changes to the terms of the Line of Credit at specified times or upon the occurrence of specified events. The Lender may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest the Borrower will pay). The Lender also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Lender also may change the index and margin the Lender uses to determine the annual percentage rate if that index is no longer available. The Lender can make any of these changes discussed above without the Borrower's consent, unless state law provides otherwise. The Lender will give the Borrower notice of any change that is required by law. The Lender also can make changes that the Lender and Borrower agree to in writing.

Grantor Liability. As to any party that signs below as a "Grantor" of the Mortgage to grant and convey such interest as the party may have in the Property, but is not a "Borrower" as such party did not execute the Line of Credit, this Mortgage Modification Agreement does not modify, change or terminate the nature of the Grantor's obligations in connection with the Line of Credit. Such party is not personally obligated to pay the debt evidenced by the Line of Credit and this Mortgage Modification Agreement that is secured by the Mortgage (as renewed, extended, and amended hereby). Such party also agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to such debt or the Mortgage (as renewed, extended, and amended hereby) without such party's consent.

NOTICE TO CONSUMER

(For purposes of this notice, "Consumer" and "I" refer to the Mortgagor)

THIS IS A CONSUMER CREDIT TRANSACTION.

I understand that:

- I should not sign this agreement before I read the entire document, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitled to receive a refund of unearned charges in accordance with the law.

IN WITNESS WHEREOF, the Borrower/Grantor and Lender have executed this Amendment as of the day and year first above written.



DAVID A. BALCERAK



KELLY A. BALCERAK



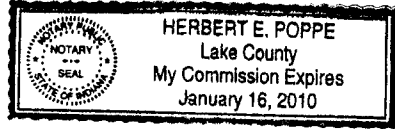
Wells Fargo Bank, N.A.

By: Gerri Lawrence-Dunn
Gerri Lawrence-Dunn

Its: Officer

Herb E. Poppe
Witness*

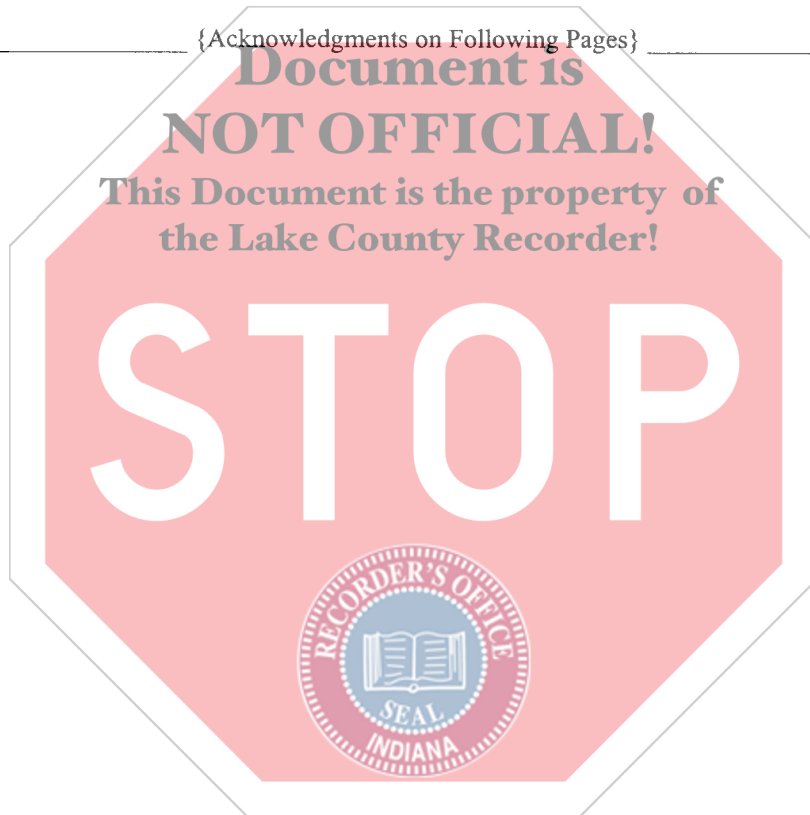
Herbert E. Poppe
Print Name



Witness*

Print Name

{Acknowledgments on Following Pages}



FOR NOTARIZATION OF LENDER PERSONNEL

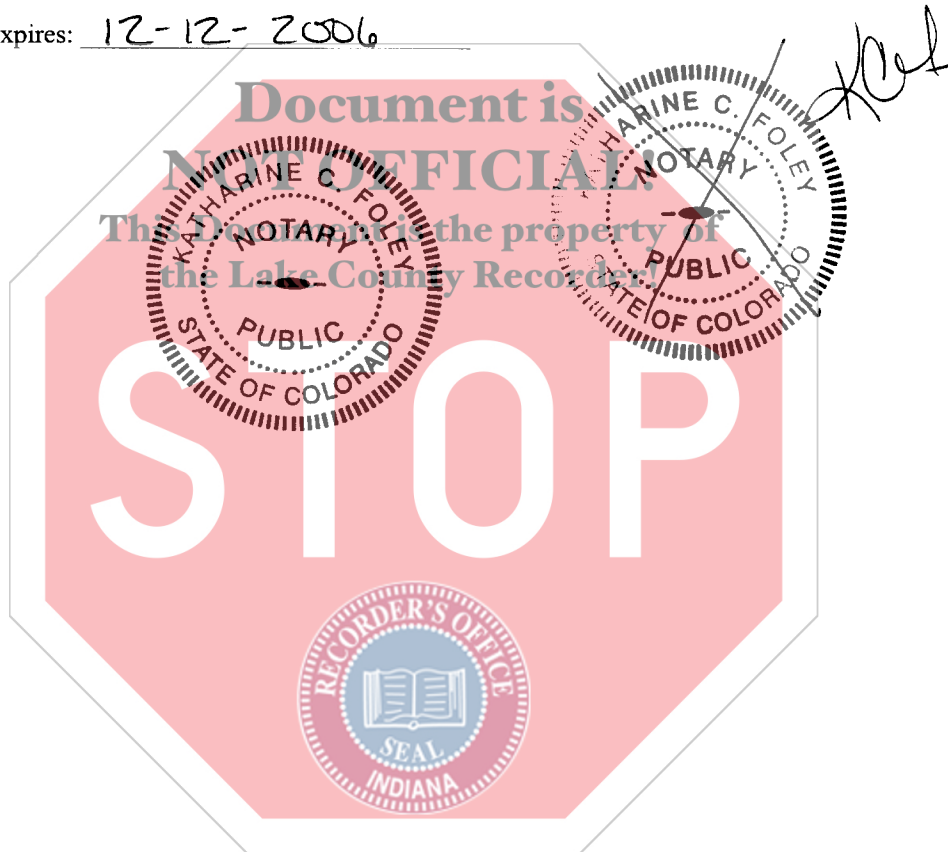
STATE OF CO)
) ss.
COUNTY OF El Paso)

On this 13 day of June, 2005, before me, a notary public
in and for said county personally appeared Cherri Lawrence-Dunn,
to me personally known, who being by me duly (sworn or affirmed) did say that that person is an
Officer of said association,
that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and
that said instrument was signed and sealed on behalf of the said association by authority of its board of directors
and the said Officer acknowledged
the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Katharine C. Foley
Notary Public

Colorado
State of

My commission expires: 12-12-2006



FOR NOTARIZATION OF BORROWERS/CO-GRANTORS

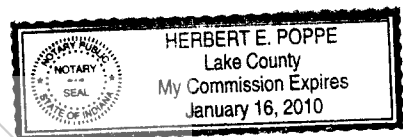
STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

On this 2nd day of JUNE, 20 05, before me, a Notary Public
personally appeared DAVID A. BALCERAK & KELLY A. BALCERAK
(husband and wife, a single person, single persons) to me personally known to be the person(s) named in and who
executed the foregoing instrument, and acknowledged that They - DAVID & KELLY BALCERAK
executed the same as Their voluntary act and deed.

Herb E. Poppe
Notary Public

INDIANA
State of
County of LAKE

My commission expires: 1-16-10



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

On this 2nd day of June, 20 05, before me, a DAVID A. BALCERAK
personally appeared KELLY A. BALCERAK
(husband and wife, a single person, single persons) to me personally known to be the person(s) named in and who
executed the foregoing instrument, and acknowledged that
executed the same as _____ voluntary act and deed.

Herb E. Poppe
Notary Public

INDIANA
State of
County of LAKE

My commission expires: 1-16-10

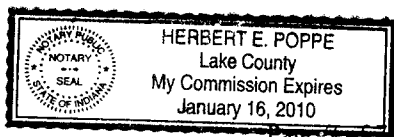


EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, STATE OF INDIANA:

LOT 97, IN KILKENNY ESTATES UNIT THREE, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 91 PAGE 42, AND AMENDED BY PLAT OF CORRECTION RECORDED IN PLAT BOOK 94 PAGE 98, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

