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

Account number: **654-654-2058543-1998**

Reference number: **20062417100228**

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**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END MORTGAGE**

This Modification Agreement (this "Agreement") is made this **13TH DAY OF SEPTEMBER, 2006**, between **Wells Fargo Bank, N.A.** (the "Lender") and **ROBERT T. MEEKS AND ANN S. MEEKS, HUSBAND AND WIFE**

(individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **December 14, 2005**, which is secured by a mortgage dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll _____ at page(s) _____ of the County of **LAKE** County, State of **INDIANA** as document No. **2006003687** (the "Security Instrument"), and covering real property located at **8665 FAIR OAKS LN, SAINT JOHN, INDIANA 46373**

(the "Property") and described as follows:

SEE ATTACHED EXHIBIT

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

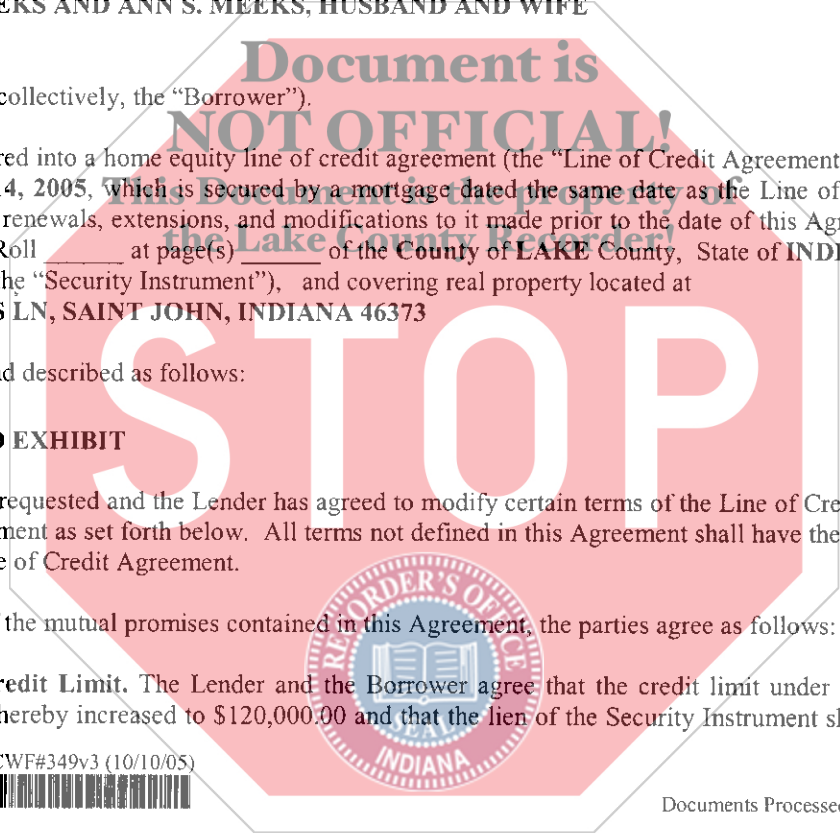
Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$120,000.00 and that the lien of the Security Instrument shall secure the line

IN Loc Mod Agrmt, HCWF#349v3 (10/10/05)



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of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

N/A

*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

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

This Agreement 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.

Co-Trustor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement as of the day and year first above written.

Borrower  **ROBERT T. MEEKS**

Borrower  **ANN S. MEEKS**



Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

Wells Fargo Bank, N.A.

By:

Its:

Witness*

Print Name

Witness*

Print Name

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{ Acknowledgments on Following Pages }



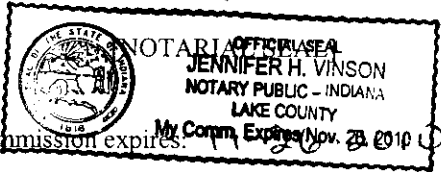
FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of Indiana
County of LAKE

I, Jennifer H. Vinson, a Notary Public of the County of Lake, State of IN, do hereby certify that Robert T and ANIS meeks personally appeared before me this 23rd day of September, 2006, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



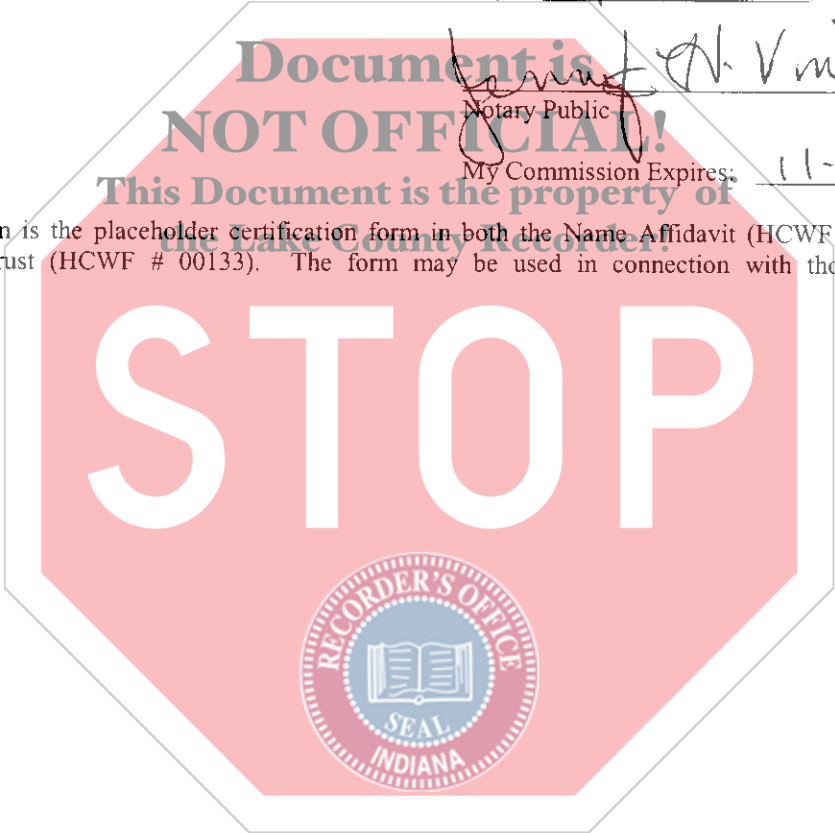
Jennifer H. Vinson
Print Name:
Notary Public

Note that Indiana law does not prescribe a form for certification of an oath or affirmation of an individual, but appears to recognize the following form for that purpose:

Subscribed and Sworn to before me this 23rd day of September, 2006.

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Jennifer H. Vinson
Notary Public
My Commission Expires: 11-26-2010

The foregoing form is the placeholder certification form in both the Name Affidavit (HCWF # 00105) and the Certification of Trust (HCWF # 00133). The form may be used in connection with those forms without modification.



This Instrument was prepared by:

Wells Fargo Bank, N.A.
HUGH OLLIVIERRE
DOCUMENT PREPARATION
2202 WEST ROSE GARDEN LANE
PHOENIX, ARIZONA 85027
877-524-0865



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FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Arizona
) ss.
COUNTY OF Maricopa

On this 28 day of September, 2006 before me, a Notary Public in and for said county personally appeared Jayce Salky to me personally known, who being by me duly (sworn or affirmed) did say that that person is _____ 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 _____ acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Rhonda M. Zvara
Notary Public

Arizona
State of

My commission expires: 12-6-2008

