

2007 041479

2007 MAY 22 AM 8:45

MICHAEL A. BROWN
RECORDER

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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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PALLIKAN, DAVID
MODIFICATION AGREEMENT

00410530785446

Document is
NOT OFFICIAL
MODIFICATION AGREEMENT

This Document is the property of the Lake County Recorder
THIS MODIFICATION AGREEMENT dated April 27, 2007, is made and executed between DAVID E PALLIKAN and CHANDRA J PALLIKAN, whose addresses are 8910 W 156TH AVE, LOWELL, IN 46356-7719 and 8910 W 156TH AVE, LOWELL, IN 46356-7719 (referred to below as "Borrower"), DAVID E PALLIKAN, whose address is 8910 W 156TH AVE, LOWELL, IN 46356-7719 and CHANDRA J PALLIKAN, whose address is 8910 W 156TH AVE, LOWELL, IN 46356-7719; HUSBAND AND WIFE (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (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 January 26, 2007, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated January 26, 2007 and recorded on February 19, 2007 in Recording/Instrument Number 2007 014250, in the office of the County Clerk of LAKE, Indiana (the "Mortgage").

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

TAX ID: 23-09-0071-0014

PARCEL 1: THE SOUTH 100 FEET OF THE WEST 45 FEET OF THE EAST 205 FEET OF BLOCK 28 IN RAILROAD ADDITION TO CROWN POINT, AS PER PLAT THEREOF, RECORDED IN MISCELLANEOUS RECORD "A" PAGE 508, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING PARTS OF LOTS 1 AND 2 IN SAID BLOCK 28. PARCEL II: THE NORTH 15 FEET OF THE SOUTH 115 FEET OF THE WEST 48 FEET OF THE EAST 163 FEET OF BLOCK 28 IN RAILROAD ADDITION TO CROWN POINT, AS PER PLAT THEREOF, RECORDED IN MISCELLANEOUS RECORD "A" PAGE 508, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING PART OF LOT 2 IN SAID BLOCK 28.

The Real Property or its address is commonly known as 216 E MONITOR ST, CROWN POINT, IN 46307-3218. The Real Property tax identification number is 23-09-0071-0014.

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

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MODIFICATION AGREEMENT
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to Borrower ("Credit Limit") to **\$24,500.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$24,500.00** at any one time.

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, novation or partial release of the Equity Line Agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Credit Line Agreement, 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.

IDENTITY OF ORIGINAL LENDER. Unless Lender or a predecessor in interest purchased the Borrower's Equity Line Agreement from an unaffiliated third party, the original Equity Line Agreement was entered into by and between Borrower and one of the following named lenders: JPMorgan Chase Bank, N.A.; JPMorgan Chase Bank; Chase Manhattan Bank USA, N.A. (now known as Chase Bank USA, N.A.); The Chase Manhattan Bank; The Chase Manhattan Bank, N.A.; Chemical Bank; Chemical Bank, N.A.; Bank One, N.A.; Bank One, Arizona, N.A.; Bank One, Colorado, N.A.; Bank One, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank One, Oklahoma, N.A.; Bank One, Utah, N.A.; Bank One, West Virginia, N.A.; Bank One, Wisconsin, N.A.; or Bank One, Wheeling-Steubenville, N.A. JPMorgan Chase Bank, N.A. was formerly known as JPMorgan Chase Bank, The Chase Manhattan Bank and Chemical Bank. JPMorgan Chase Bank, N.A. is successor by merger to all the "Bank One" entities as well as The Chase Manhattan Bank, N.A. Chase Bank USA, N.A. is successor by merger to Chemical Bank, N.A. JPMorgan Chase Bank, N.A. also acquired certain Equity Line assets from Chase Bank USA, N.A. In any event, JPMorgan Chase Bank, N.A. is the owner of the Borrower's Equity Line Agreement and is authorized to enter into this Modification Agreement.

APPLICABLE LAW. Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 incorporates Ohio law.

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 27, 2007.

MODIFICATION AGREEMENT
(Continued)

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BORROWER:

X David Pallik
DAVID E PALLIKAN, Individually

X Chandra J. Pallikan
CHANDRA J PALLIKAN, Individually

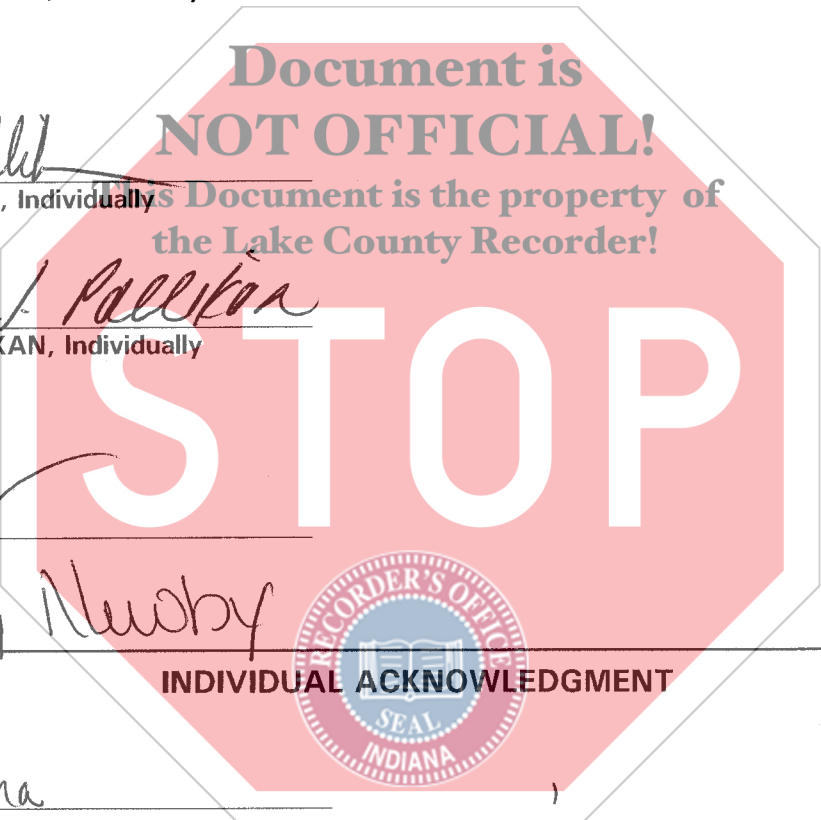
GRANTOR:

X David Pallik
DAVID E PALLIKAN, Individually

X Chandra J. Pallikan
CHANDRA J PALLIKAN, Individually

LENDER:

X Becky Newby
Authorized Signer
Becky Newby



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

) SS

COUNTY OF Lake

On this day before me, the undersigned Notary Public, personally appeared DAVID E PALLIKAN, 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 27 day of April, 2007.

By Amanda R. Stors
Amanda R. Stors
Notary Public in and for the State of Indiana

Residing at Porter
My commission expires 11-11-2007

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530785446

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **CHANDRA J PALLIKAN**, 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.

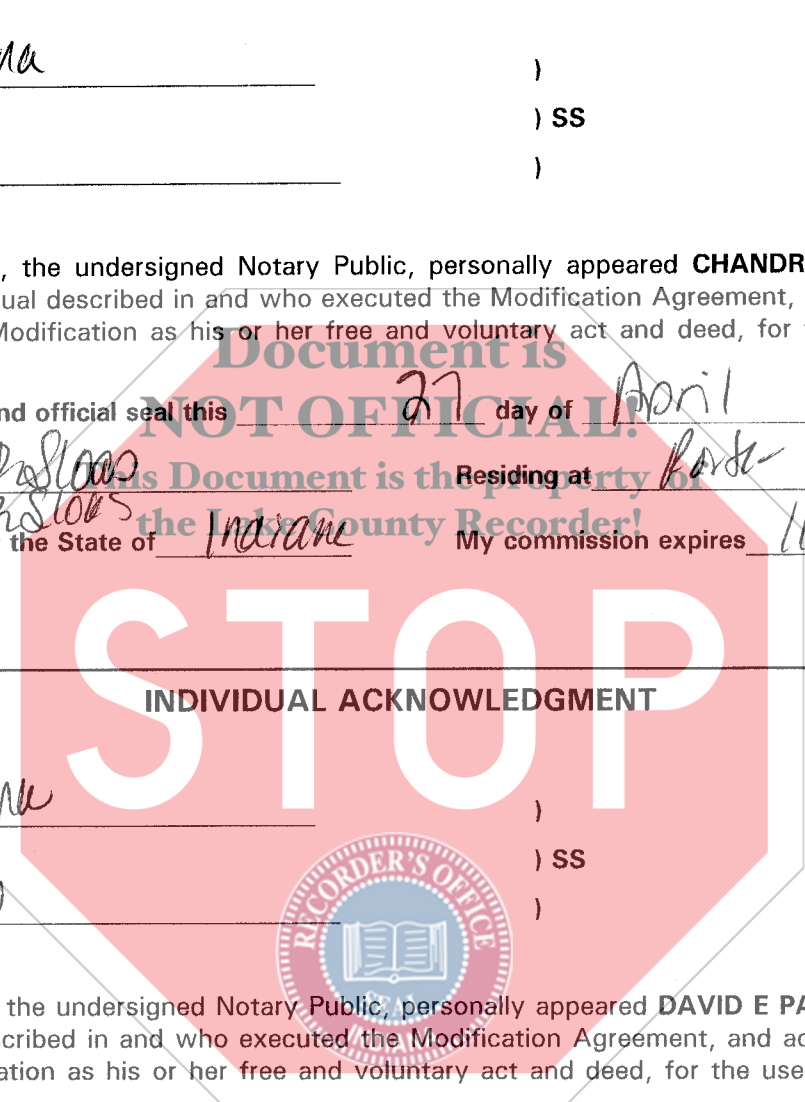
Given under my hand and official seal this 27 day of April, 2007.
By Amanda P Sloas Residing at Porter
Notary Public in and for the State of Indiana My commission expires 11-1-2011

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **DAVID E PALLIKAN**, 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 27 day of April, 2007.
By Amanda P Sloas Residing at Porter
Notary Public in and for the State of Indiana My commission expires 11-1-2011



MODIFICATION AGREEMENT
(Continued)

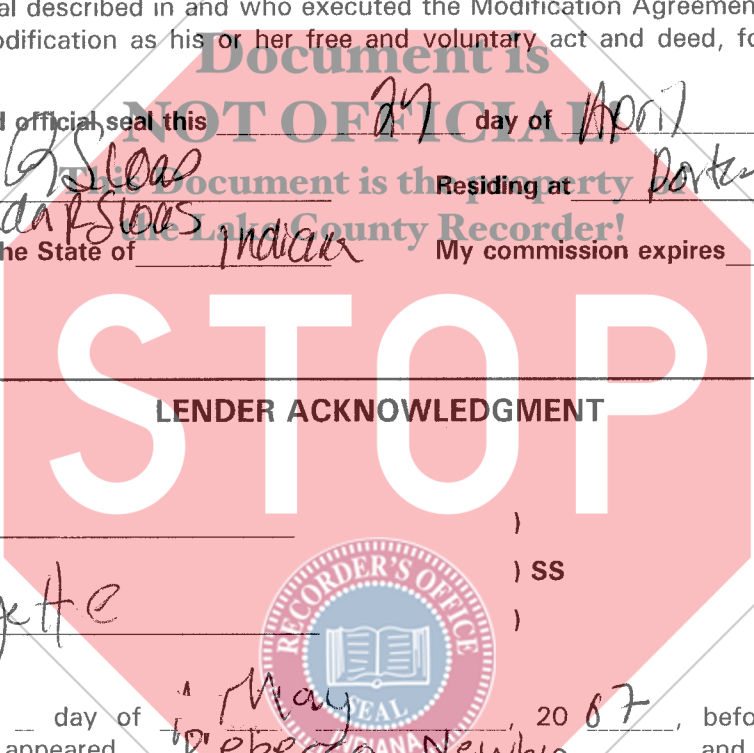
Loan No: 410530785446

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **CHANDRA J PALLIKAN**, 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 29 day of April, 2007.
By Amanda K Sloas Residing at Porter
Notary Public in and for the State of Indiana My commission expires 11-11-2007



LENDER ACKNOWLEDGMENT

STATE OF KY)
) SS
COUNTY OF Fayette)

On this 16 day of May, 2007, before me, the undersigned Notary Public, personally appeared Rebecca Newby 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 Heather Raedbaugh Residing at Fayette Co.
Notary Public in and for the State of KY My commission expires _____



This Modification Agreement was drafted by: **NAKEISHA S PATTON, PROCESSOR**
I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.
NAKEISHA S PATTON, PROCESSOR