

STATE OF INDIANA
LAKE COUNTY
RECORDING DEPARTMENT

2007 046249

2007-05-07 10:08:00

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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

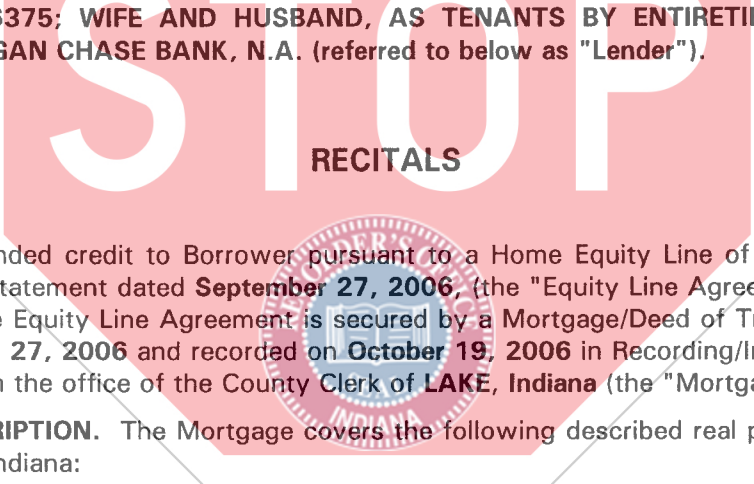


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SMITH, DONELDA
MODIFICATION AGREEMENT

Document is
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MODIFICATION AGREEMENT

This Document is the property of
the Lake County Recorder

THIS MODIFICATION AGREEMENT dated May 9, 2007, is made and executed between **DONELDA L SMITH** and **RONALD R SMITH**, whose addresses are 8125 AUSTIN RD, SCHERERVILLE, IN 46375 and 8125 AUSTIN RD, SCHERERVILLE, IN 46375 (referred to below as "Borrower"), **DONELDA L SMITH**, whose address is 8125 AUSTIN RD, SCHERERVILLE, IN 46375 and **RONALD R SMITH**, whose address is 8125 AUSTIN RD, SCHERERVILLE, IN 46375; **WIFE AND HUSBAND, AS TENANTS BY ENTIRETIES** (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 **September 27, 2006**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 27, 2006** and recorded on **October 19, 2006** in Recording/Instrument Number **2006 091574**, 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: 09-11-0086-0026 AND 09-11-0086-0025

LOTS 25 AND 26, IN BLOCK 2, IN CALUMET FARMS NO 2, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24, PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 8125 AUSTIN RD, SCHERERVILLE, IN 46375. The Real Property tax identification number is 09-11-0086-0026 AND 09-11-0086-0025.

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 **\$180,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$180,000.00** at any one time.

As of **May 9, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

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NO

MODIFICATION AGREEMENT
(Continued)

Page 2

Loan No: 414511724769

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 MAY 9, 2007.

MODIFICATION AGREEMENT
(Continued)

Loan No: 414511724769

BORROWER:

X Donelda L Smith
DONELDA L SMITH, Individually

X Ronald R Smith
RONALD R SMITH, Individually

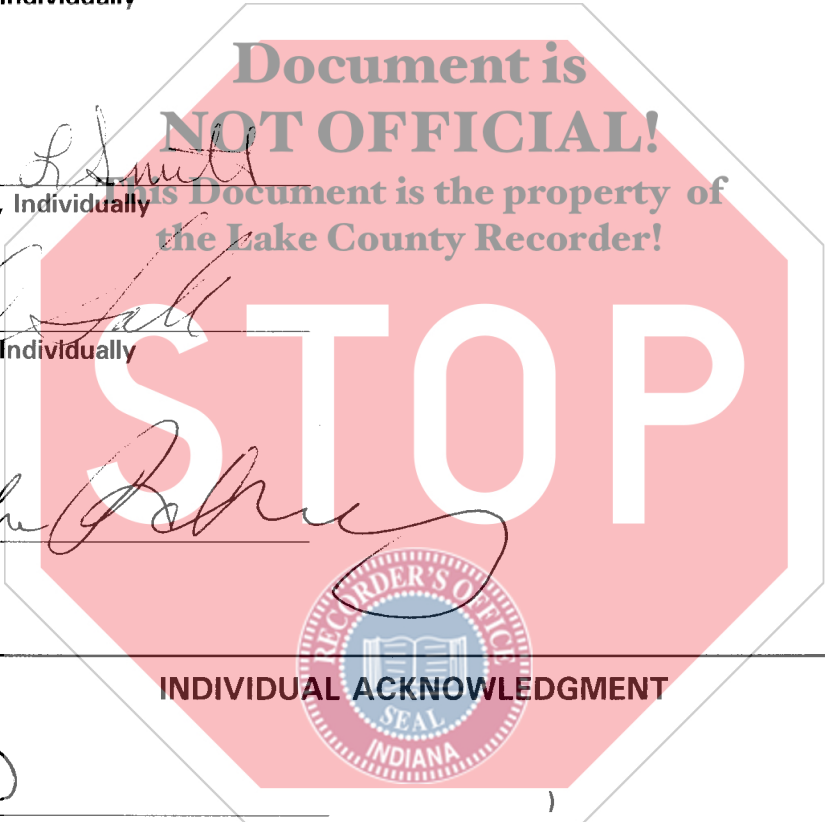
GRANTOR:

X Donelda L Smith
DONELDA L SMITH, Individually

X Ronald R Smith
RONALD R SMITH, Individually

LENDER:

X [Signature]
Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **DONELDA L SMITH**, 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 9th day of May, 20 07.
By [Signature] Residing at Meridenville
Notary Public in and for the State of IN My commission expires 2-26-08

MODIFICATION AGREEMENT
(Continued)

Loan No: 414511724769

INDIVIDUAL ACKNOWLEDGMENT

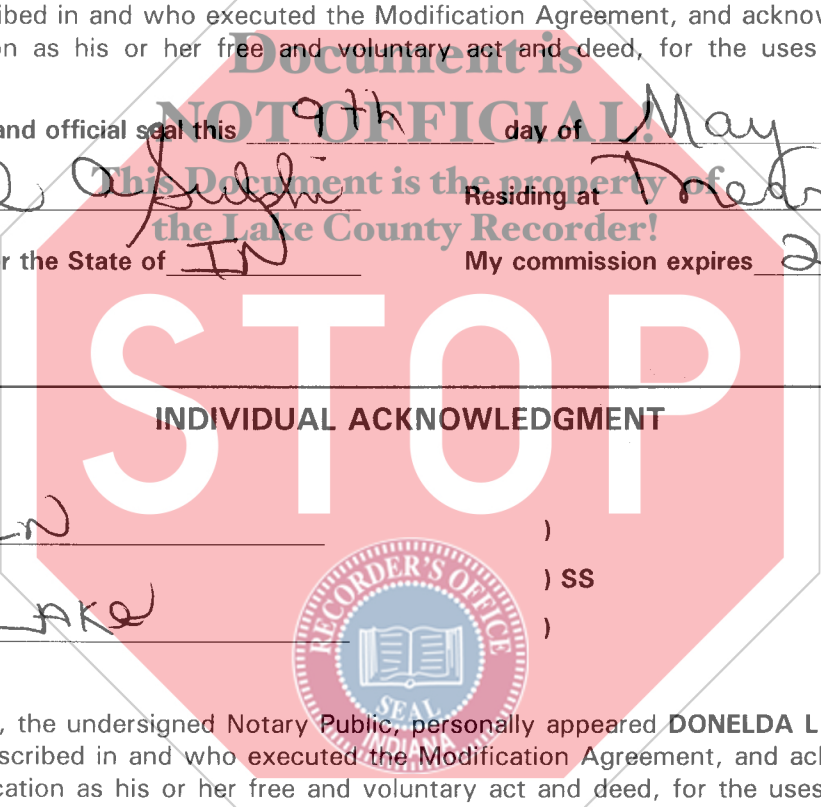
STATE OF IN)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **RONALD R SMITH**, 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 9th day of May, 2007.

By Michelle A Sulzhi Residing at Merrillville

Notary Public in and for the State of IN My commission expires 2-26-08



INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **DONELDA L SMITH**, 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 9th day of May, 2007.

By Michelle A Sulzhi Residing at Merrillville

Notary Public in and for the State of IN My commission expires 2-26-08

RECORDER'S OFFICE
LAKE COUNTY, INDIANA

MODIFICATION AGREEMENT
(Continued)

Loan No: 414511724769

INDIVIDUAL ACKNOWLEDGMENT

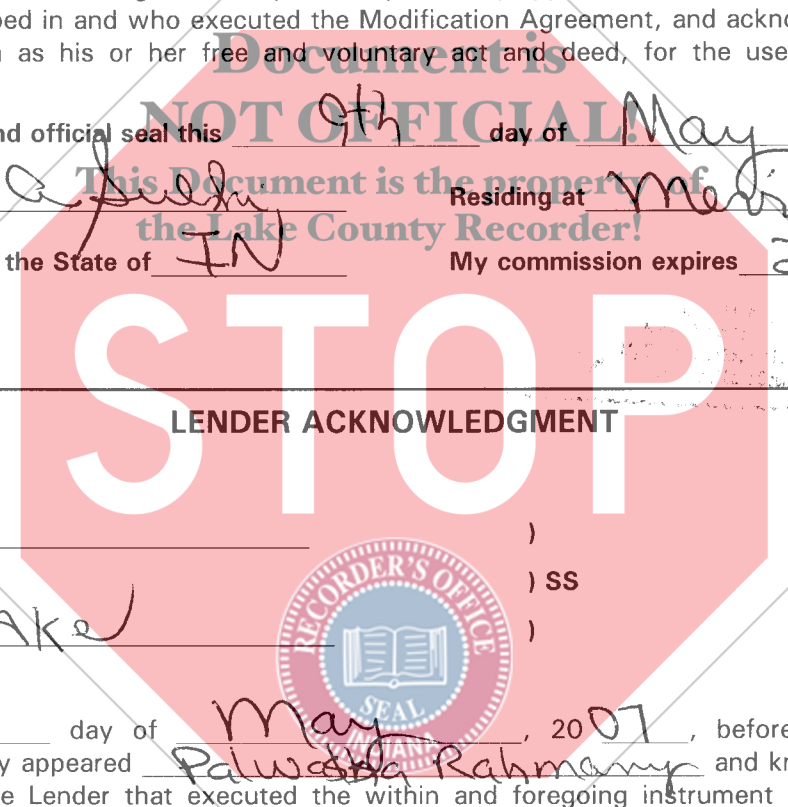
STATE OF IN)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **RONALD R SMITH**, 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 9th day of May, 2007.

By Mehdi A. Sulju Residing at Merrillville

Notary Public in and for the State of IN My commission expires 2-26-08



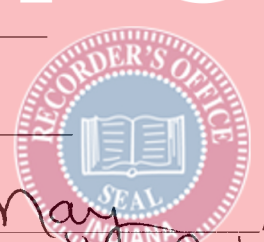
LENDER ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF LAKE)

On this 9th day of May, 2007, before me, the undersigned Notary Public, personally appeared Palwasha Rahmany 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 Mehdi A. Sulju Residing at Merrillville

Notary Public in and for the State of IN My commission expires 2-26-08



This Modification Agreement was drafted by: BILL DALLNER, 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. BILL DALLNER, PROCESSOR