2007 047951

WHEN RECORDED MAIL TO:

JPMorgan Chase Bank, N.A. Retail Loan Servicing KY2-1606 P.O. Box 11606 Lexington, KY 40576-1606

4051654+4 LEAHY, WILLIAM MODIFICATION AGREEMENT 00412510028067 ocument

MODIFICATION AGREEMENT

This Document is the property of THIS MODIFICATION AGREEMENT dated May 11, 2007, is made and executed between WILLIAM LEAHY and DANA LEAHY, whose addresses are 8147 GREENWOOD AVE, MUNSTER, IN 46321 and 8147 GREENWOOD AVE, MUNSTER, IN 46321 (referred to below as "Borrower"), WILLIAM LEAHY and DANA LEAHY, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES, whose address is 8147 GREENWOOD AVE, MUNSTER, IN 46321 (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 May 28, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated May 28, 2005 and recorded on June 2, 2005 in Recording/Instrument Number 2005 051306, 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:

Parcel ID Number: 18-28-0005-0017

A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19 TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4, WHICH IS 2,038.2 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ON SAID WEST LINE 59.5 FEET; THENCE NORTH 89 DEGREES 50 1/2 MINUTES EAST 175 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 59.5 FEET; THENCE WESTERLY TO THE POINT OF BEGINNING, EXCEPT THE WEST 20 FEET THEREOF, IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 8147 GREENWOOD AVE, MUNSTER, IN 46321. The Real Property tax identification number is 18-28-0005-0017.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

Loan No: 00412510028067 (Continued)

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to \$59,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$59,000.00 at any one time.

As of **May 11**, **2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.6**%.

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, 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 11, 2007.

MODIFICATION AGREEMENT

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(Continued)

Loan No: 00412510028067

BORROWER:
X WILLIAM LEAHY, Individually
x Dung Cany DANA LEAHY, Individually
GRANTOR: Document is
X WILLIAM LEAHY, Individually This Document is the property of the Lake County Recorder!
X. Lina Canalina DANA LEAHY, Individually
X Authorized Signer Deven Peter
INDIVIDUAL ACKNOWLEDGMENT
WOLANA JULIE
STATE OF N OFFICIAL SEAL DEVON PETERS NOTARY PUBLIC - INDIANA
COUNTY OF LAKE COUNTY My Gemin. Expires Sept. 28, 2009
On this day before me, the undersigned Notary Public, personally appeared WILLIAM LEAHY , 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, 20_07
By Dury Page Residing at Lake
Notary Public in and for the State of N My commission expires Sptember 38,0009

MODIFICATION AGREEMENT

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Loan No: 00412510028067

(Continued)

INDIVIDUAL ACKNOWLEDGMENT			
STATE OF		OFFICIAL SEAL DEVON PETERS	
COUNTY OF Lake) ss)	NOTARY PUBLIC - INDIANA LAKE COUNTY My Comm. Expires Sept. 28, 2009	
On this day before me, the undersigned Notary Pubthe individual described in and who executed the National signed the Modification as his or her free and vomentioned.	Modification Agreement, and ack	nowledged that he or she	
Given under my hand and official seal this T	FFICAY of LMay	, 20 <u>07</u> .	
By This Documen	t is the property of		
Notary Public in and for the State of	My commission expires	Restember 28,200	
	CKNOWLEDGMENT		
COUNTY OF LAKE) ss	OFFICIAL SEAL DEVON PETERS NOTARY PUBLIC - INDIANA LAKE COUNTY My Comm. Expires Sept. 28, 2009	
On this day before me, the undersigned Notary Pub- be the individual described in and who executed the signed the Modification as his or her free and vo- mentioned.	Modification Agreement, and acuntary act and deed, for the u	knowledged that he or she uses and purposes therein	
Given under my hand and official seal this	day of	, 20 <u>07</u> .	
By JUM Rit	Residing at Lake		
	•	September 28, 2009	

MODIFICATION AGREEMENT

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Loan No: 00412510028067 (Continued)

INDIVIDUAL ACKNOWLEDGMENT				
STATE OF)) SS	OFFICIAL SEAL. DEVON PETERS		
COUNTY OF LAKE)	NOTARY PUBLIC - INDIANA LAKE COUNTY My Comm. Expires Sept. 28, 2009		
On this day before me, the undersigned Notary Publithe individual described in and who executed the M signed the Modification as his or her free and volumentioned.	lodification Agreeme	nt, and acknowledged that he or she		
Given under my hand and official seal this 1	t is the proper	May , 20 07.		
the Lake Co	Kesiding at	I de		
Notary Public in and for the State of	My commission	on expires Statember 28, NVO		
COUNTY OF LAKE On this	within and foregoing of the said Lender, o purposes therein mer	and known to me to be the_, g instrument and acknowledged said duly authorized by the Lender through ntioned, and on oath stated that he or		
By Sende See Histor Notary Public in and for the State of INDIANA	Residing at	Deut		
Notally rubble in and for the State of	iviy commissio	OFFICIAL SEAL LINDA SUE PFISTER NOTARY PUBLIC – INDIANA LAKE COUNTY My Comm. Expires Dec. 6, 2014		

This Modification Agreement was drafted by: NANCY MENDOZA, 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. NANCY MENDOZA, PROCESSOR