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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 051651

2007 JUN 26 AM 8:54

MICHAEL A. BROWN
RECORDER

WHEN RECORDED MAIL TO:

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



3300266+5 00410530585218
JOHNSTON, DOUGLAS
MODIFICATION AGREEMENT

410530585218

Document is
NOT OFFICIAL!
MODIFICATION AGREEMENT

This Document is the property of the Lake County Recorder
THIS MODIFICATION AGREEMENT dated May 31, 2007, is made and executed between LINDA A HESTON and DOUGLAS G JOHNSTON, whose addresses are 3721 ASHFORD BLVD, NEW HAVEN, IN 46774 and 3721 ASHFORD BLVD, NEW HAVEN, IN 46774 (referred to below as "Borrower"), LINDA A HESTON, whose address is 3721 ASHFORD BLVD, NEW HAVEN, IN 46774 and DOUGLAS G JOHNSTON, whose address is 3721 ASHFORD BLVD, NEW HAVEN, IN 46774; JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP (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 13, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated May 13, 2003 and recorded on May 28, 2003 in Recording/Instrument Number 203053906, in the office of the County Clerk of ALLEN, Indiana (the "Mortgage").

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

TAX ID: 02-13-14-428-046.000-041

THIS PROPERTY IS LOCATED IN ALLEN COUNTY, INDIANA. LOT NUMBER 14 IN ASHFORD LAKES, AS RECORDED IN PLAT CABINET E, PAGE 13 AS DOCUMENT NUMBER 980093405 AND RE-RECORDED IN PLAT CABINET E, PAGE 15 AND DOCUMENT NUMBER 990001829, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA.

The Real Property or its address is commonly known as 3721 ASHFORD BLVD, NEW HAVEN, IN 46774. The Real Property tax identification number is 02-13-14-428-046.000-041.

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 **\$93,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$93,000.00** at any one time.

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MODIFICATION AGREEMENT
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As of **May 31, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.51%**.

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 31, 2007.

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530585218

BORROWER:

X Linda A. Heston
LINDA A HESTON, Individually

X Douglas G. Johnston
DOUGLAS G JOHNSTON, Individually

GRANTOR:

X Linda A. Heston
LINDA A HESTON, Individually

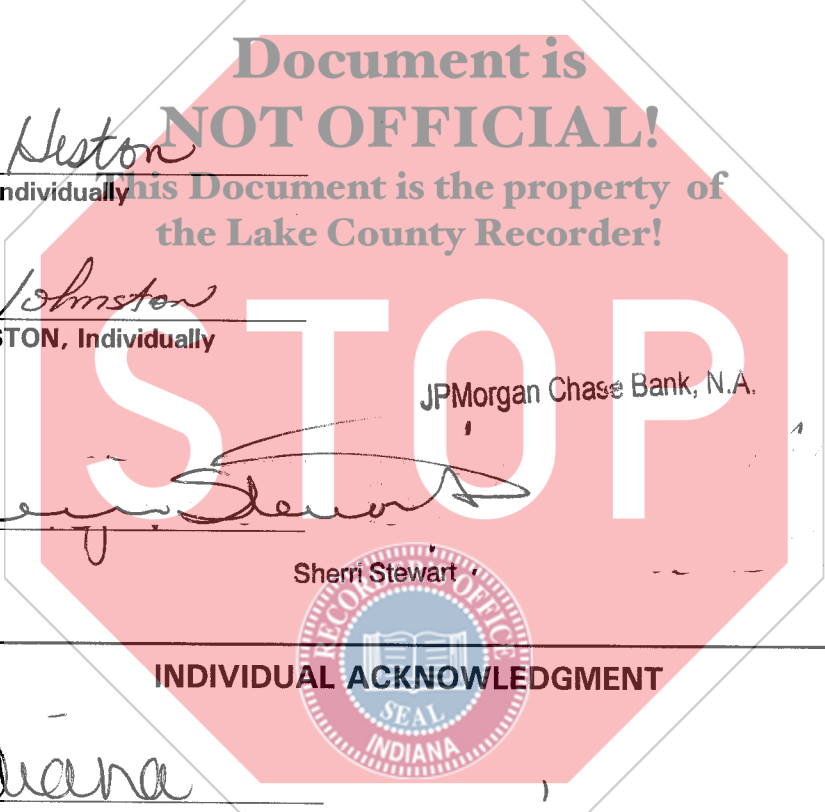
X Douglas G. Johnston
DOUGLAS G JOHNSTON, Individually

LENDER:

Sherry Stewart
Authorized Signer

JPMorgan Chase Bank, N.A.

Sherry Stewart



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Allen

) SS

On this day before me, the undersigned Notary Public, personally appeared **LINDA A HESTON**, 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 31 day of May, 2007.

By Jennifer J. Lovette
Notary Public in and for the State of Indiana

Residing at Allen Co
My commission expires April 13, 2014

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530585218

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Allen)

On this day before me, the undersigned Notary Public, personally appeared **DOUGLAS G JOHNSTON**, 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 31 day of May, 2007.

By Jennifer J. Lovelace Residing at Allen Co

Notary Public in and for the State of Indiana My commission expires April 13, 2014

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Allen)

On this day before me, the undersigned Notary Public, personally appeared **LINDA A HESTON**, 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 31 day of May, 2007.

By Jennifer J. Lovelace Residing at Allen Co

Notary Public in and for the State of Indiana My commission expires April 13, 2014

MODIFICATION AGREEMENT
(Continued)

Loan No: 410530585218

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Allen)

On this day before me, the undersigned Notary Public, personally appeared **DOUGLAS G JOHNSTON**, 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 31 day of May, 20 07.

By Jennifer J. Lovelace Residing at Allen Co
Notary Public in and for the State of Indiana My commission expires April 13, 2014

LENDER ACKNOWLEDGMENT

STATE OF Ky)
) SS
COUNTY OF Fayette)



On this 20 day of June, 20 07 before me, the undersigned Notary Public, personally appeared Sherri Stewart 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 Shawna Kay Debeck Residing at _____
Notary Public in and for the State of _____ My commission expires _____

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**