

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUL 24 AM 8:43

MICHAEL A. BROWN
RECORDER

2007 059988

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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



00410530795382

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- WAGAR, JACK
MODIFICATION AGREEMENT

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Document is
NOT OFFICIAL!
MODIFICATION AGREEMENT

This Document is the property of
the Lake County Recorder!

THIS MODIFICATION AGREEMENT dated June 23, 2007, is made and executed between JACK O WAGAR, whose address is 12620 SUNNYSIDE PL, CEDAR LAKE, IN 46303 (referred to below as "Borrower"), JACK O WAGAR, whose address is 12620 SUNNYSIDE PL, CEDAR LAKE, IN 46303 and NANCY JEAN WAGAR, whose address is 12620 SUNNYSIDE PL, CEDAR LAKE, IN 46303; 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 April 21, 2007, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 21, 2007 and recorded on May 11, 2007 in Recording/Instrument Number 2007 039000, 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 : 30-24-0008-0055

PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 9 WEST SECOND PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 888.62 FEET SOUTH AND 358.87 FEET WEST OF THE NORTHEAST CORNER OF THE ABOVE SAID SECTION 22 AND RUNNING THENCE SOUTH 250 FEET TO A POINT 358.87 FEET WEST OF THE EAST LINE OF SAID SECTION; THENCE EAST 104.23 FEET; THENCE NORTH 65.30 FEET; THENCE DEFLECT TO THE RIGHT (NORTH TO EAST) 35 DEGREES 28 MINUTES, A DISTANCE OF 225.40 FEET; THENCE WEST 236 FEET TO THE PLACE OF BEGINNING, EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT A POINT 1,017.05 FEET SOUTH AND 267.40 FEET WEST OF THE NORTHEAST CORNER OF THE ABOVE SAID NORTHEAST QUARTER OF THE SAID SECTION 22; THENCE DEFLECT TO THE RIGHT 21 DEGREES 34 MINUTES AND RUNNING IN A NORTHWESTERLY DIRECTION 103.15 FEET; THENCE DEFLECT TO THE LEFT 78 DEGREES 20 MINUTES A DISTANCE OF 47.40 FEET; THENCE DEFLECT TO THE LEFT 34 DEGREES 58 MINUTES, A DISTANCE OF 100 FEET; THENCE DEFLECT TO THE LEFT 88 DEGREES 26 MINUTES, A DISTANCE OF 46.65 FEET; THENCE NORTHEASTERLY 125 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

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MODIFICATION AGREEMENT
(Continued)

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The Real Property or its address is commonly known as 12620 SUNNYSIDE PL, CEDAR LAKE, IN 46303. The Real Property tax identification number is 30-24-0008-0055.

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 **\$83,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$83,000.00** at any one time.

As of **June 23, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.25%**.

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 JUNE 23, 2007.

MODIFICATION AGREEMENT
(Continued)

Loan No: 00410530795382

BORROWER:

X Jack O Wagar
JACK O WAGAR, Individually

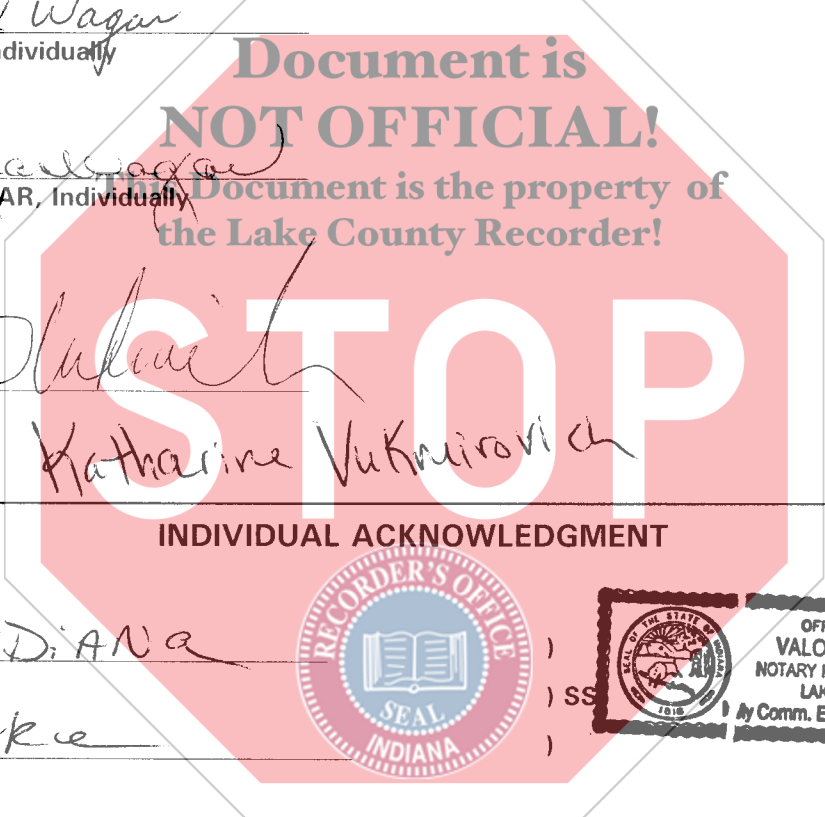
GRANTOR:

X Jack O Wagar
JACK O WAGAR, Individually

X Nancy Jean Wagar
NANCY JEAN WAGAR, Individually

LENDER:

X Katharine Vukmirovich
Authorized Signer



STATE OF INDIANA

COUNTY OF LAKE

On this day before me, the undersigned Notary Public, personally appeared **JACK O WAGAR**, 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 23rd day of June, 2007.

By Valorie J Tuft Residing at GARY, IN

Notary Public in and for the State of IN My commission expires 11-5-2009

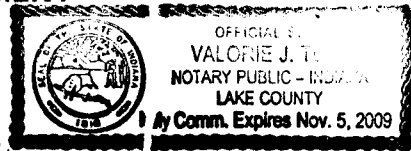
MODIFICATION AGREEMENT
(Continued)

Loan No: 00410530795382

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF LAKE



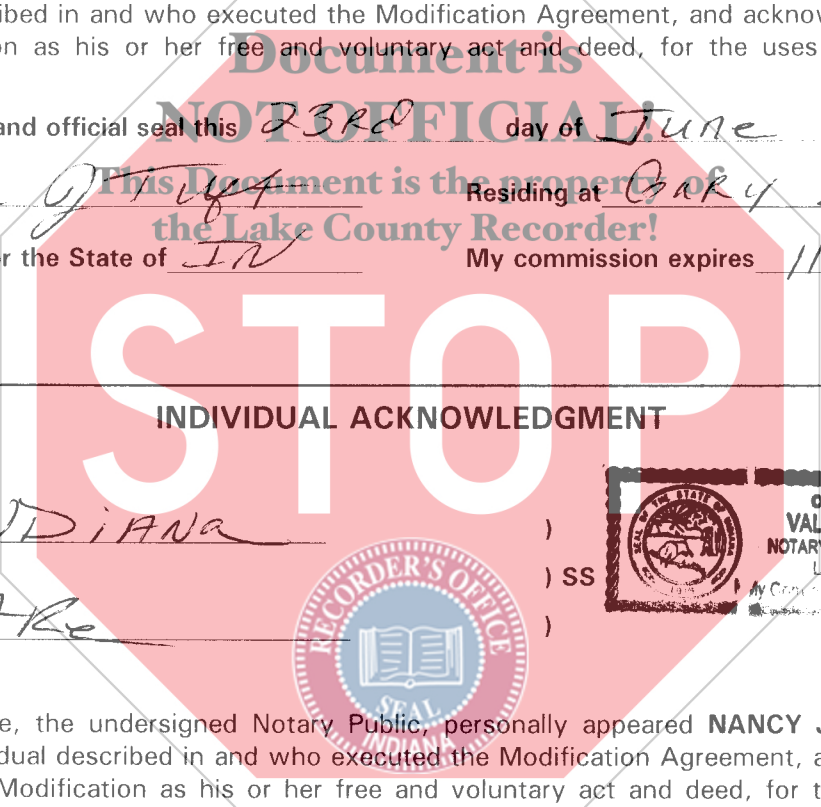
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On this day before me, the undersigned Notary Public, personally appeared **JACK O WAGAR**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23RD day of JUNE, 2007.

By Valorie J Tuft Residing at CARY IN

Notary Public in and for the State of IN My commission expires 11-5-2009



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF LAKE



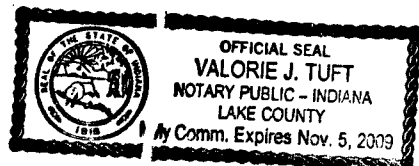
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On this day before me, the undersigned Notary Public, personally appeared **NANCY JEAN WAGAR**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23RD day of JUNE, 2007.

By Valorie J Tuft Residing at CARY IN

Notary Public in and for the State of IN My commission expires 11-5-09



MODIFICATION AGREEMENT
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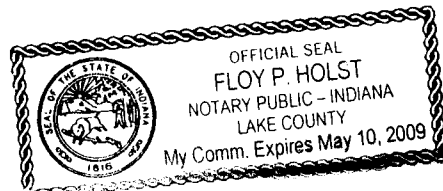
Loan No: 00410530795382

LENDER ACKNOWLEDGMENT

STATE OF INDIANA

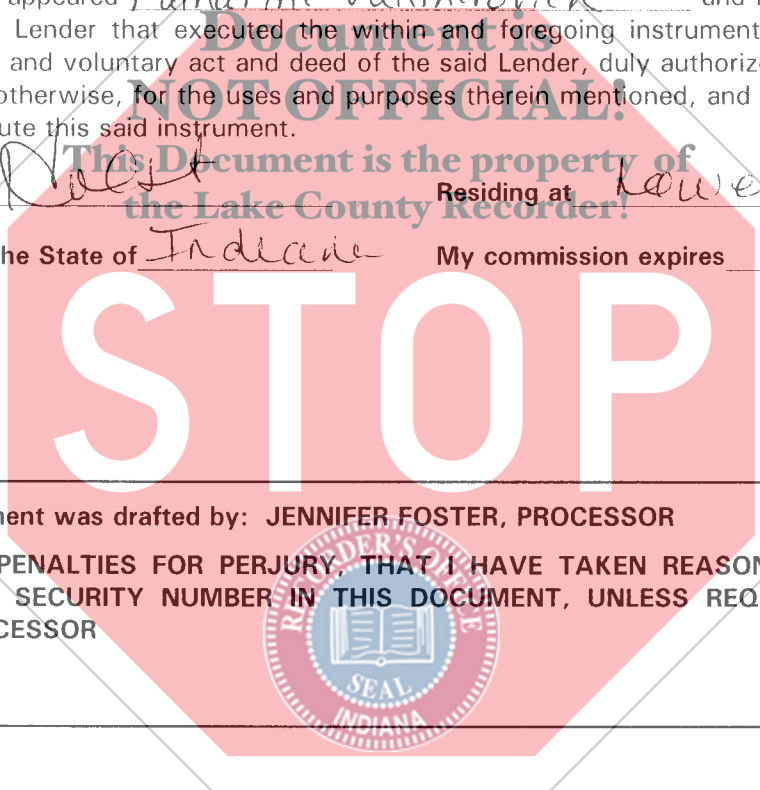
COUNTY OF LAKE

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On this 23rd day of June, 2007, before me, the undersigned Notary Public, personally appeared Katharine Vukmirovich 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 Floy P. Holst Residing at Lawell, IN
Notary Public in and for the State of Indiana My commission expires 06-23-07



This Modification Agreement was drafted by: JENNIFER FOSTER, 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.
JENNIFER FOSTER, PROCESSOR

