

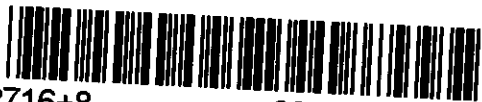
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2007 093851

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 NOV 28 AM 11:28

MICHAEL A. BROWN
RECORDER



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MIKUTA, PATRICIA
MODIFICATION AGREEMENT

00410530633218

WHEN RECORDED MAIL TO:

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

00410530633218

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 1, 2007, is made and executed between PATRICIA ANN MIKUTA, whose address is 1748 BURGUNDY ST, SCHERERVILLE, IN 46375 (referred to below as "Borrower"), PATRICIA ANN MIKUTA, AN UNMARRIED WOMAN, whose address is 1748 BURGUNDY ST, SCHERERVILLE, IN 46375 (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender"), whose address is 1111 Polaris Parkway, Columbus, OH 43240.

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated February 5, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated February 5, 2004 and recorded on February 26, 2004 in Recording/Instrument Number 2004 016009, in the office of the County Clerk of LAKE, Indiana (the "Mortgage").

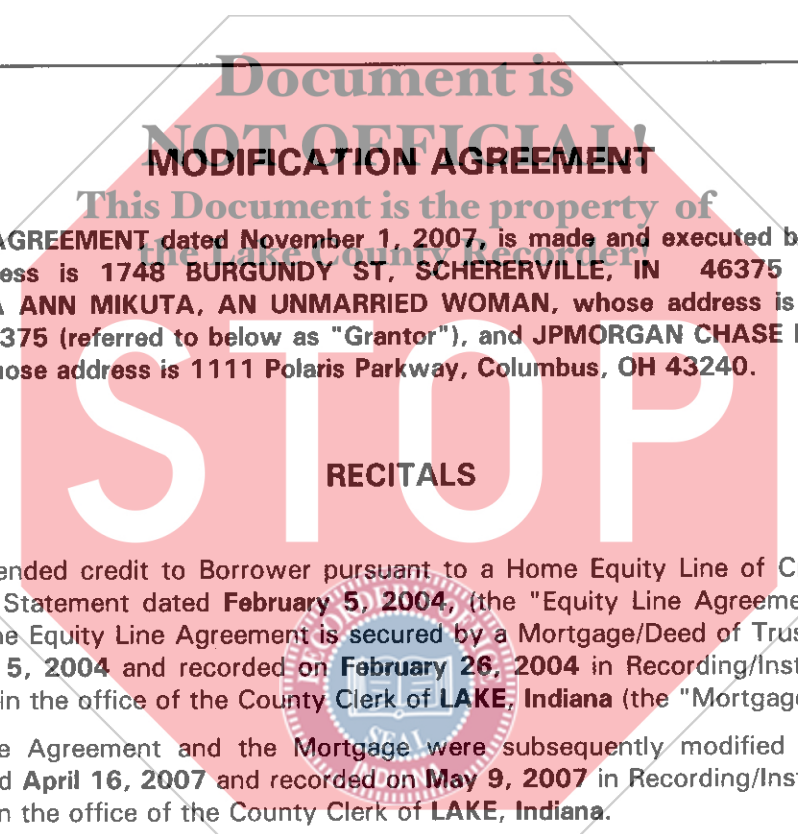
The Equity Line Agreement and the Mortgage were subsequently modified by modification agreement dated April 16, 2007 and recorded on May 9, 2007 in Recording/Instrument Number 2007 038035 in the office of the County Clerk of LAKE, Indiana.

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

Parcel ID Number: 20-13-0120-0189
1748 BURGUNDY STREET IN OAK MANOR CONDOMINIUM PHASE III, A HORIZONTAL PROPERTY REGIME AS INDICATED IN A DECLARATION OF CONDOMINIUM RECORDED MAY 8, 1974 AS DOCUMENT NO 250487, AND AMENDMENT THERETO RECORDED FEBRUARY 20, 1975 AS DOCUMENT NO 289219, AND SECOND AMENDMENT THERETO RECORDED AUGUST 9, 1976 AS DOCUMENT NO 363730 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 29, 1978 AS DOCUMENT NO 460338, AND AS FURTHER AMENDED, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH THE UNDIVIDED INTEREST IN THE COMMON AREAS APPERTAINING THERETO.

The Real Property or its address is commonly known as 1748 BURGUNDY ST, SCHERERVILLE, IN 46375. The Real Property tax identification number is 20-13-0120-0189.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower,



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MODIFICATION AGREEMENT
(Continued)

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Loan No: 00410530633218

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 **\$96,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$96,000.00** at any one time.

Your Credit Line Account may be charged the lesser of 1% of your original Credit Line or \$400 if you close your Credit Line Account within the earlier of: a) three (3) years from the date of this Modification Agreement shown above; or b) five (5) years from the date your Equity Line Agreement was signed.

CONTINUING VALIDITY. Except as expressly modified above and by previous modification(s), if any, specified above, the terms of the original Agreement and 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 Agreement and Mortgage as amended 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 or any prior modification thereto 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 NOVEMBER 1, 2007.

MODIFICATION AGREEMENT
(Continued)

Loan No: 00410530633218

BORROWER:

x Patricia Ann Mikuta
PATRICIA ANN MIKUTA, Individually

GRANTOR:

x Patricia Ann Mikuta
PATRICIA ANN MIKUTA, Individually

LENDER:

x Matthew P. Simon
Authorized Signer

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

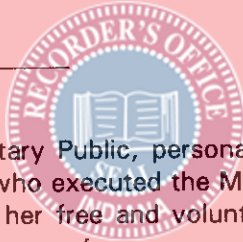
Matthew P. Simon

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

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) SS

COUNTY OF Lake



On this day before me, the undersigned Notary Public, personally appeared **PATRICIA ANN MIKUTA**, 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 1st day of November, 2007.

By Regina L. Osmonson
REGINA L. OSMONSON
Notary Public in and for the State of Ind.

Residing at Lake County
My commission expires 10-25-2009

MODIFICATION AGREEMENT
(Continued)

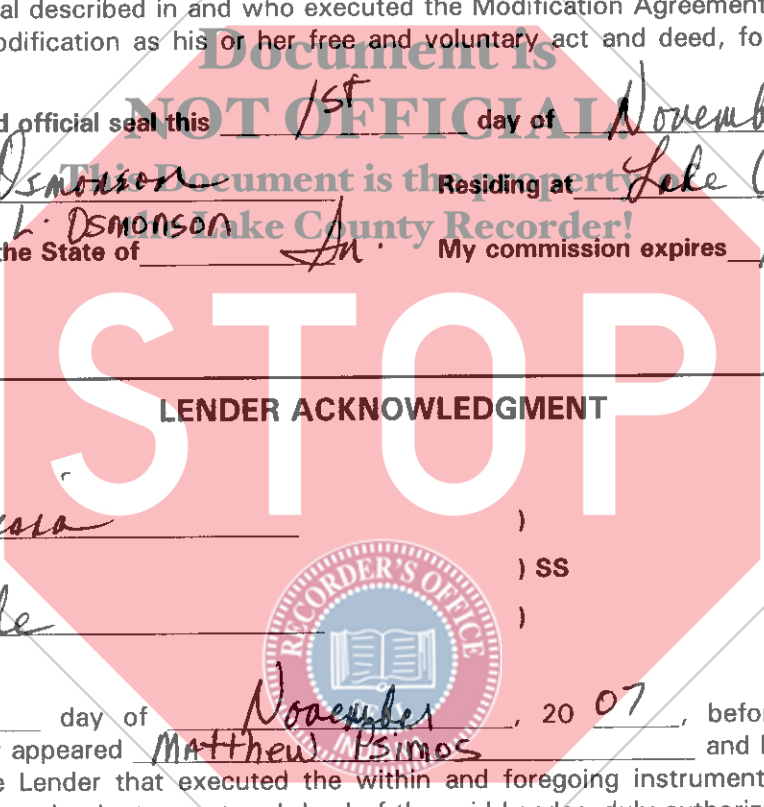
Loan No: 00410530633218

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **PATRICIA ANN MIKUTA**, 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 1st day of November, 2007.
By Regina L. Osmonson Residing at Lake County
Notary Public in and for the State of IN My commission expires 10-25-2009



LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 1st day of November, 2007, before me, the undersigned Notary Public, personally appeared Matthew Psimos 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 Regina L. Osmonson Residing at Lake County
Notary Public in and for the State of IN My commission expires 10-25-2009

This Modification Agreement was drafted by: ANGELICA ZAREMBA, 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.
ANGELICA ZAREMBA, PROCESSOR