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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2007 DEC 18 AM 9:13  
MICHAEL J. BROWN  
RECORDER

2007 098412



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O BRIEN, ROBERT  
MODIFICATION OF DEED OF TRUST/MORTGAGE  
00447021680015

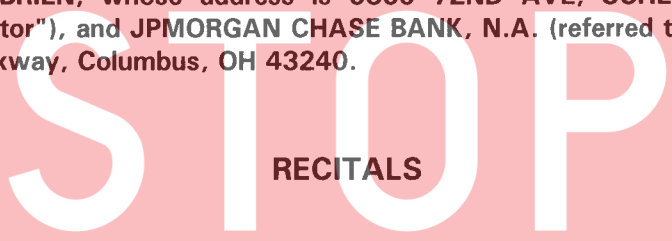
WHEN RECORDED MAIL TO:  
JPMorgan Chase Bank, N.A.  
Retail Loan Servicing KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606

00447021680015

Document is  
**NOT OFFICIAL!**  
MODIFICATION AGREEMENT

This Document is the property of  
the Lake County Recorder

THIS MODIFICATION AGREEMENT dated November 2, 2007, is made and executed between ROBERT O' BRIEN, whose address is 5360 72ND AVE, SCHERERVILLE, IN 46375-5352 (referred to below as "Borrower"), ROBERT O' BRIEN, whose address is 5360 72ND AVE, SCHERERVILLE, IN 46375-5352 (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 **March 30, 2006**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 30, 2006** and recorded on **April 10, 2006** in Recording/Instrument Number **2006 029171**, 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: 20-13-0785-0010

LOT 18, IN FOX RIDGE, UNIT 2, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 95, PAGE 33, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 5360 72ND AVE, SCHERERVILLE, IN 46375. The Real Property tax identification number is 20-13-0785-0010.

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 **\$55,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$55,000.00** at any one time.

As of **November 2, 2007** the margin used to determine the interest rate on the

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579 202702  
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**MODIFICATION AGREEMENT**  
(Continued)

Page 2

Loan No: 00447021680015

outstanding unpaid principal amount due under the Equity Line Agreement shall be 1.000%.

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.

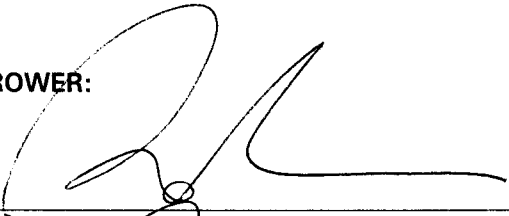
**APPLICABLE LAW.** Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 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 2, 2007.**

MODIFICATION AGREEMENT  
(Continued)

Loan No: 00447021680015


BORROWER:

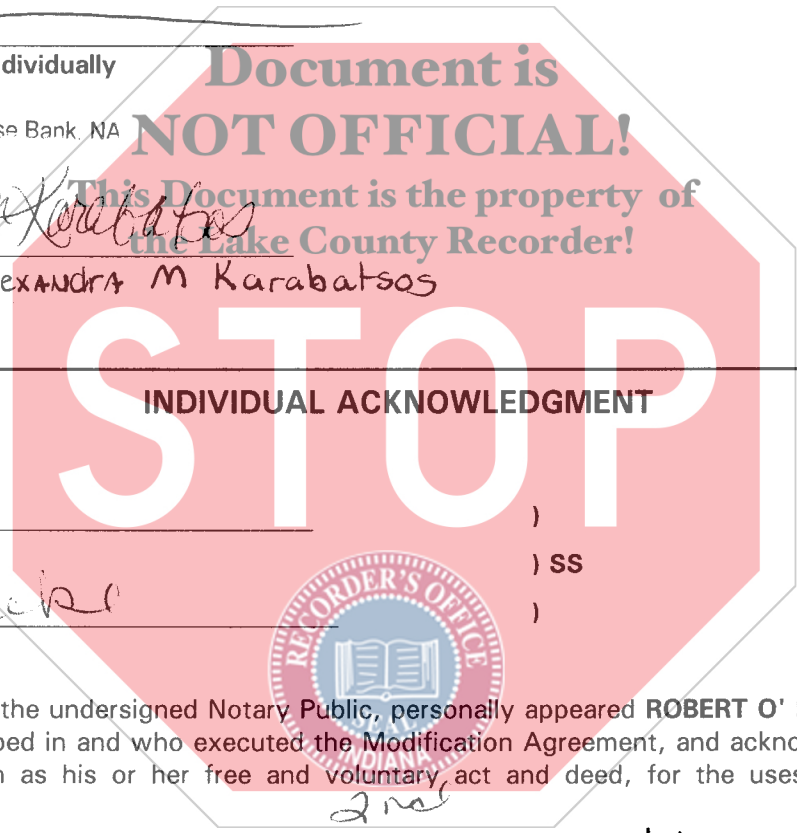
X   
ROBERT O' BRIEN Individually

GRANTOR:

X   
ROBERT O' BRIEN, Individually

LENDER: IP Morgan Chase Bank, NA

X   
Authorized Signer Alexandra M Karabatsos

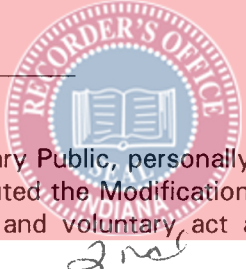


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill )

) SS

COUNTY OF Lake )



On this day before me, the undersigned Notary Public, personally appeared **ROBERT O' BRIEN**, 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.

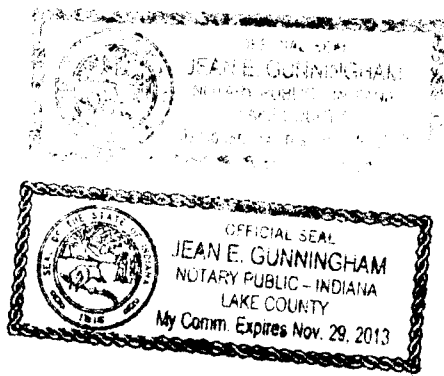
Given under my hand and official seal this ~~11-20~~ 2nd day of Nov, 2007.

By Jean E. Gunningham

Residing at Chase Bank

Notary Public in and for the State of Ill

My commission expires 11-29-2013



MODIFICATION AGREEMENT  
(Continued)

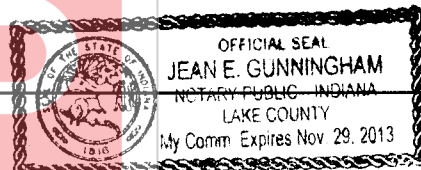
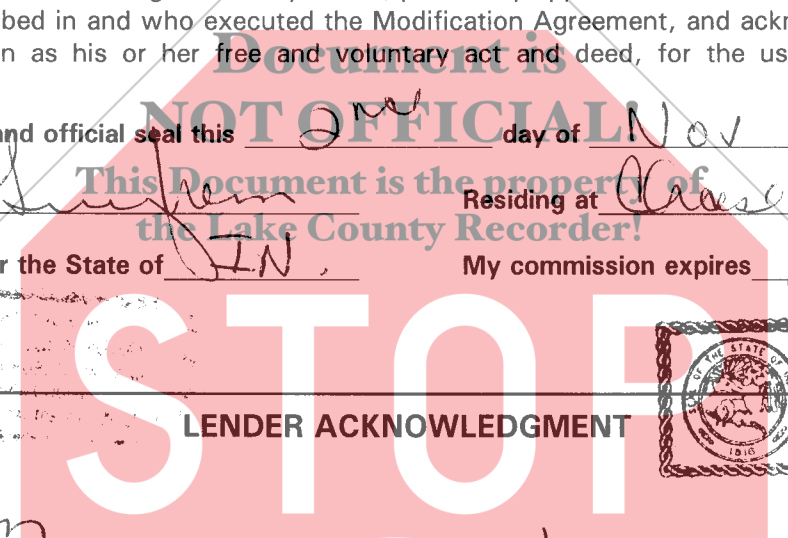
Loan No: 00447021680015

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **ROBERT O' BRIEN**, 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 2nd day of Nov, 2007.  
By Jean E. Gunningham Residing at Chase Bank  
Notary Public in and for the State of IN My commission expires 11-29-2013

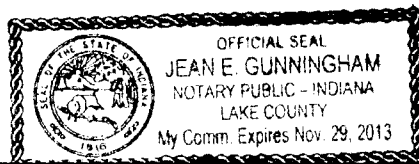


LENDER ACKNOWLEDGMENT

STATE OF IN )  
 ) SS  
COUNTY OF Lake )

On this 2nd day of Nov, 2007, before me, the undersigned Notary Public, personally appeared Alexandra Karabatzos 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 Jean E. Gunningham Residing at Chase Bank  
Notary Public in and for the State of IN My commission expires 11-29-2013



This Modification Agreement was drafted by: LYNNETTA WALKER , 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.  
LYNNETTA WALKER , PROCESSOR

**WHEN RECORDED MAIL TO:**  
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