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RECORDER'S OFFICE  
LAKE COUNTY, INDIANA



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COSTNER, JUDITH  
MODIFICATION AGREEMENT

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

00410530582130

**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT dated November 8, 2007, is made and executed between JUDITH COSTNER and WARREN COSTNER, whose addresses are 358 S EAST ST, CROWN POINT, IN 46307-4034 and 358 S EAST ST, CROWN POINT, IN 46307-4034 (referred to below as "Borrower"), JUDITH COSTNER, whose address is 358 S EAST ST, CROWN POINT, IN 46307-4034 and WARREN COSTNER, whose address is 358 S EAST ST, CROWN POINT, IN 46307-4034; WIFE AND HUSBAND (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.

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**RECITALS**

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated May 14, 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 14, 2003 and recorded on June 16, 2003 in Recording/Instrument Number 2003 060344, 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: 23-09-0346-0020

PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF EAST STREET, IN THE CITY OF CROWN POINT, WHICH POINT IS 95 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION; RUNNING THENCE EAST 165 FEET; THENCE SOUTH 95 FEET; THENCE WEST 165 FEET; THENCE NORTH 95 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 358 S EAST ST, CROWN POINT, IN 46307-4034. The Real Property tax identification number is 23-09-0346-0020.

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 \$113,300.00. The Mortgage is hereby amended to state

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**MODIFICATION AGREEMENT**

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(Continued)

that the total amount secured by the Mortgage shall not exceed \$113,300.00 at any one time.

As of **November 8, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

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 8, 2007.**

MODIFICATION AGREEMENT  
(Continued)

Loan No: 00410530582130

BORROWER:

X Judith Costner  
JUDITH COSTNER, Individually

X Warren Costner  
WARREN COSTNER, Individually

GRANTOR:

X Judith Costner  
JUDITH COSTNER, Individually

X Warren Costner  
WARREN COSTNER, Individually

LENDER:

X Rebecca Altman  
Authorized Signer  
Rebecca Altman



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **JUDITH COSTNER**, 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 8 day of November, 2007.

By Victoria C. Marciniak Residing at Lake  
Victoria C. Marciniak  
Notary Public in and for the State of \_\_\_\_\_ My commission expires 03-19-08

MODIFICATION AGREEMENT  
(Continued)

Loan No: 00410530582130

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **WARREN COSTNER**, 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 8 day of November, 2007.

By Victoria L Marcino Residing at Lake  
Victoria L Marcino My commission expires 03-19-08  
Notary Public in and for the State of Indiana

NOT OFFICIAL!

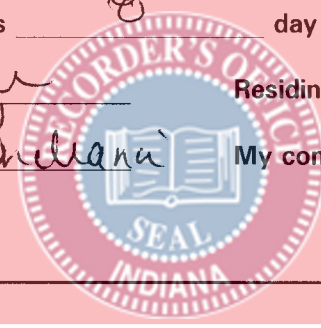
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INDIVIDUAL ACKNOWLEDGMENT  
the Lake County Recorder!

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **JUDITH COSTNER**, 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 8 day of November, 2007.

By Victoria L Marcino Residing at Lake  
Victoria L Marcino My commission expires 03-19-08  
Notary Public in and for the State of Indiana



MODIFICATION AGREEMENT  
(Continued)

Loan No: 00410530582130

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **WARREN COSTNER**, 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 8 day of November, 2007.

By Victoria L. Marcum Residing at Lake  
Victoria L. Marcum My commission expires 03.19.08  
Notary Public in and for the State of Indiana

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This Document is the property of the Lender ACKNOWLEDGMENT of the Lake County Recorder!

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 8 day of November, 2007, before me, the undersigned Notary Public, personally appeared Rebecca Altman and known to me to be the Rebecca Altman, 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 Victoria L. Marcum Residing at Lake  
Victoria L. Marcum My commission expires 03.19.08  
Notary Public in and for the State of Indiana



This Modification Agreement was drafted by: LORRI ALBRIGHT, 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.  
LORRI ALBRIGHT, PROCESSOR