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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

RECORDING REQUESTED BY 2008 017117

2008 MAR 10 AM 10:10

MICHAEL A. BROWN  
RECORDER

**WHEN RECORDED MAIL TO**

Wells Fargo Bank, N. A.  
Attn: Doc. Management MAC B6955-011  
PO Box 31557  
Billings, MT 59107-1557

**MODIFICATION OF AGREEMENT**

**(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)**

THIS AGREEMENT made this Thursday, February 14, 2008 by Wells Fargo Bank, N. A. ("Lender"), and David A Balcerak And Kelly A Balcerak, Husband And Wife ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated October 16, 2006 with a credit limit in the amount of \$75,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated October 16, 2006, for the use and benefit of Lender, which was recorded on November 17, 2006 as 2006-101889 of the official records in the Office of the Recorder of Lake County, State of IN.

As of the date of this agreement, Lender and Borrower acknowledge that the outstanding principal balance under the Credit Agreement and secured by the Security Agreement is \$74,928.40 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$704.25. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following February 14, 2008 at the rate of \$16.38 per diem until paid.

For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$75,000.00 to \$40,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Security Agreement, or any other of the Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit



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Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay all costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

The Agreement is effective as of the date first written above.

BORROWER:

David A Balcerak  
David A Balcerak

Kelly A Balcerak  
Kelly A Balcerak

STATE OF: IND )SS  
COUNTY OF: LAKE )

On 2/27/08 before me, Valerie M Gilbert, a Notary Public in and for said state, personally appeared, David A. And Kelly A Balcerak personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

Valerie M Gilbert  
Notary Public in and for said County and State



VALERIE M. GILBERT  
Notary Public, State of Indiana  
Resident of Lake County  
My Commission Expires Apr. 25, 2009

LENDER:

Wells Fargo Bank, N. A.

BY: Barbara Edwards  
Barbara Edwards

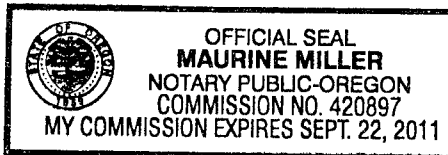
STATE OF: OREGON )SS  
COUNTY OF: WASHINGTON )

On February 14, 2008 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara Edwards, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument."

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

Maurine Miller  
Notary Public in and for said County and State



**EXHIBIT A**

Lot Numbered 97 as shown on the recorded plat of Kilkenny Estates Unit 3, an Addition to the Town of St. John recorded in Plat Book 91, page 42 and amended by Plat of Correction recorded in Plat Book 94, page 98 in the Office of the Recorder of Lake County, Indiana.

