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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 025908

2009 APR 23 AM 8:39

MICHAEL A. BROWN
RECORDER

After recording, return recording
information to 200903230593

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

State of Indiana {Space Above This Line For Recording Data}

Account number: 654-654-3749132-1998

Reference number: 20090737700001

**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END MORTGAGE**

This Modification Agreement (this "Agreement") is made this **3RD DAY OF APRIL, 2009**, between **Wells Fargo Bank, N.A.** (the "Lender") and **TRACY M. COOLEY, AN UNMARRIED PERSON**

(individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **August 01, 2008**, in the original maximum principal amount of **\$ 50,000.00**. The Line of Credit Agreement is secured by a mortgage dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll _____ at page(s) _____ of the County of **LAKE** County, State of **INDIANA** as document No. **2008059066** (the "Security Instrument"), and covering real property located at **8508 - 14 PINE AVENUE, GARY, INDIANA 46403**



IN Loc Mod Agrmt, HCWF#349v7 (02/21/09)



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Documents Processed 04-01-2009, 14:29:00

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(the "Property") and described as follows:

THE FOLLOWING REAL ESTATE IN LAKE COUNTY, STATE OF INDIANA: LOTS 20 AND THE EAST 30 FEET OF LOT 21 IN BLOCK 1 IN YOUNG'S HIGHLANDS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 15, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$75,514.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached final HUD Settlement Statement which is integrated by reference into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and the HUD Settlement Statement provided to me by Lender, all of which I agree to by signing this Agreement.

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This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Trustor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.



The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.



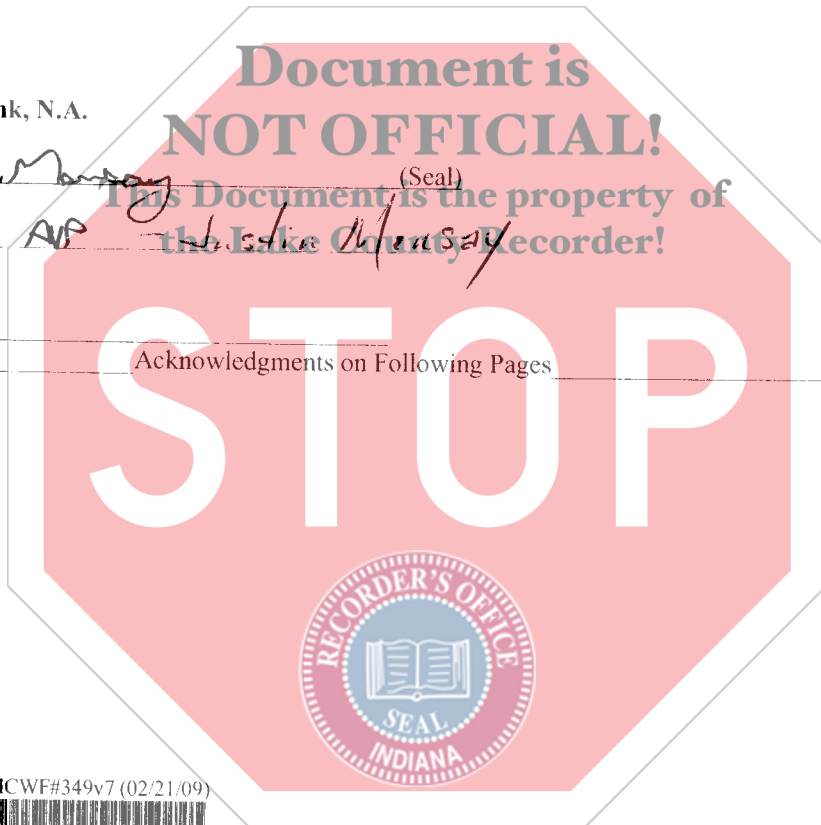
TRACY M COOLEY -Borrower

Wells Fargo Bank, N.A.

By:  (Seal)

Its:  

Acknowledgments on Following Pages



FOR NOTARIZATION OF LENDER PERSONNEL.

STATE OF Arizona)

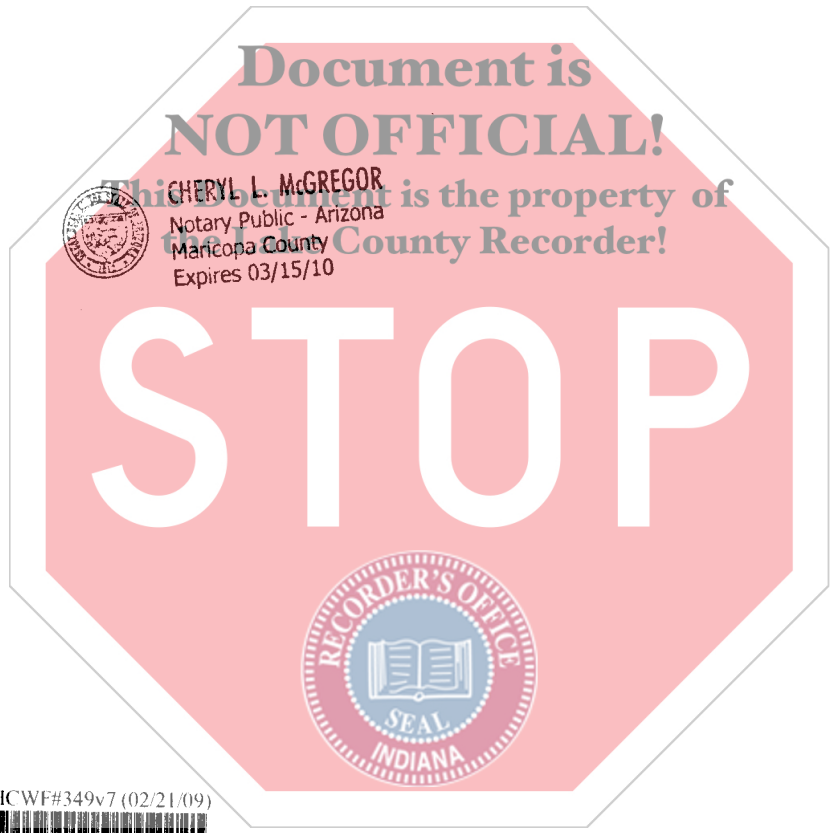
COUNTY OF Maricopa) ss.

On this 10th day of April, 2009, before me, a Notary Public in and for said county personally appeared Justin Mensay, to me personally known, who being by me duly (sworn or affirmed) did say that that person is AVP of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said AVP acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

[Signature]
Notary Public CHERYL L. MCGREGOR

Arizona
State of

My commission expires: 3/15/10



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of INDIANA
County of LAPORTE

I, BRADLEY W. BOUGHNER, a Notary Public of the County of
~~INDIANA~~ LAPORTE, State of INDIANA, do hereby certify that
TRACY M. COOLEY

personally appeared before me
this 3RD day of APRIL, 2009, and acknowledged the execution of the foregoing
instrument.

Witness my hand and official seal.

[NOTARIAL SEAL]

Bradley W. Boughner
Print Name: BRADLEY W. BOUGHNER
Notary Public

Residing at: WELLS FARGO BANK, 601 JACKSON ST.,
LAPORTE IN 46350

**This Document is the property of
the Lake County Recorder!**

STOP

My Commission expires: NOV 13, 2015

**BRADLEY W. BOUGHNER
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES NOV. 13, 2015**



Affirmation

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Signature of Declarant

Jeff Johnson

Printed Name of Declarant

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.



MICHELLE LARKIN

This Instrument was prepared by:

Wells Fargo Bank, N.A.
CHERNAE R COBB
DOCUMENT PREPARATION
2202 W. ROSE GARDEN LANE
PHOENIX, ARIZONA 85027
866-537-8489

