

CHICAGO TITLE INSURANCE COMPANY

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THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

2009 065637

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 SEP 28 AM 9: 02

First Financial Bank  
2652 North Bend Rd  
Hebron, KY 41048  
Attn: William E Simon, Jr.

MICHAEL A. BROWN  
RECORDER

62094207

*This space reserved for Recorder's use only*

MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made effective as of the 18<sup>th</sup> day of September, 2009, by and among Kevin D Hardy and Donette R Hardy collectively, the "Borrower") and FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender"), whose address is 300 High Street, Hamilton, Ohio 45011.

RECITALS:

A. Lender has made a home equity line of credit loan ("Loan") to Borrower in the maximum principal amount of up to Twenty Thousand (\$20,000.00) under a certain Capital Access Home Equity Line of Credit Account, Account # 4806690240018842 pursuant to Capital Access Home Equity Line of Credit Terms and Conditions accepted by the Borrower on July 18, 2006 (the "Credit Agreement").

B. The Credit Agreement is secured by, among other things, that certain Mortgage from Borrower to Lender executed July 18, 2006 and recorded July 27, 2006 as Instrument 22006065297, Official Records Lake County, Indiana Recorder's Office ("Recorder's Office") which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A" attached hereto and thereto ("Mortgaged Premises"). The Credit Agreement, the Mortgage and any and all other documents evidencing and/or securing the Loan, are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower has requested that Lender agree to an amendment of the Loan Documents by virtue of this Agreement in order to decrease the amount of and available under the Loan from Twenty Thousand (\$20,000.00) to Fifteen Thousand (\$15,000.00).

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove, (ii) the agreement by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference and made a part of this Agreement in their entirety.

2. **Modification of the Loan Documents.** Borrower and Lender each respectively agree that the amended principal amount of the Loan is and shall be **Fifteen Thousand (\$15,000.00)**, and, any and all references to **Twenty Thousand (\$20,000.00)** and the like in the Loan Documents are hereby deleted and replaced with **Fifteen Thousand (\$15,000.00)**.

3. **Representations and Warranties of Borrower.** Borrower hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Credit Agreement and all other Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default under the Loan Documents, and Borrower does not know of any existing event or circumstance which, with the giving of notice or passing of time or both, would constitute an Event of Default under the Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms.

(d) Since the inception of the Loan, there has been no change in the financial condition of the Borrower which would materially and negatively impact their ability to repay the Loan.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Credit Agreement or any of the Loan Documents as modified herein.

4. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, recording fees, appraisal fees and attorneys' fees and expenses.

5. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions



thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement.

(c) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(d) Any references to the "Credit Agreement", the "Mortgage", the "Loan Documents" or the like contained in any of the Loan Documents shall be deemed to refer to the Credit Agreement, the Mortgage and the other Loan Documents as amended hereby as applicable and appropriate. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(e) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(f) Time is of the essence of each of Borrower's obligations under this Agreement.

(g) Except as expressly set forth herein, the Loan Documents shall remain unchanged and in full force and effect.

6. Ratification and Incorporation: This Agreement is an amendment only, and constitutes neither a novation nor an accord and satisfaction of the existing obligations and indebtedness of Borrower to Lender. Except as amended hereby, the Credit Agreement remains in full force and effect. This Agreement shall not release or affect the liability of any guarantor, surety or endorser of the Credit Agreement or any other Loan Document, if any. The terms, definitions, and conditions of the Credit Agreement and the other Loan Documents are incorporated by this reference, ratified, and shall remain in full force and effect. The Credit Agreement and other Loan Documents, as amended, are hereby adopted, ratified, confirmed and acknowledged to be in full force and effect and binding upon Borrower, with all of the collateral being pledged therefore remaining as security for Lender. To the extent that any provision of this Agreement conflicts with any term or condition set forth in the Credit Agreement or the Loan Documents, the provisions of this Agreement shall control. Borrower acknowledges and agrees that, as of the date of this Agreement, there are no claims, setoffs or defenses or rights to claims, setoffs or defenses to payment of the Credit Agreement or to the performance of Borrower's obligations under the Credit Agreement, or any of the other Loan Documents

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

**BORROWER:**

Kevin D. Hardy  
Kevin D Hardy

Donette R. Hardy  
Donette R Hardy

**LENDER:**

First Financial Bank, National Association,  
a national banking association

By: Frosi Marinakos  
Name: FROSI MARINAKOS  
Title: MORTGAGE LOAN ORIGINATOR

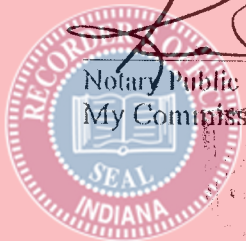
STATE OF OHIO IN )  
                                  ) ss  
COUNTY OF LAKE )

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

I KEVIN J. ZAREMBA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin D Hardy and Donette R Hardy husband and wife, are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of September, 2009.


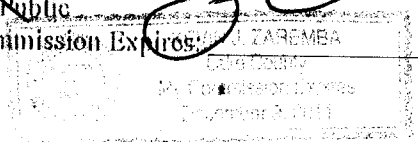
Kevin J. Zarembo  
Notary Public  
My Commission expires: SEPTEMBER 2, 2011



STATE OF OHIO IN )  
 ) ss  
COUNTY OF LAKE )

I, KEVIN J. ZAREMBA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FROSE MARINAKOS, MLO of First Financial Bank, National Association, a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her and its own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of September, 2009.

  
Notary Public  
My Commission Expires: SEP 2011  


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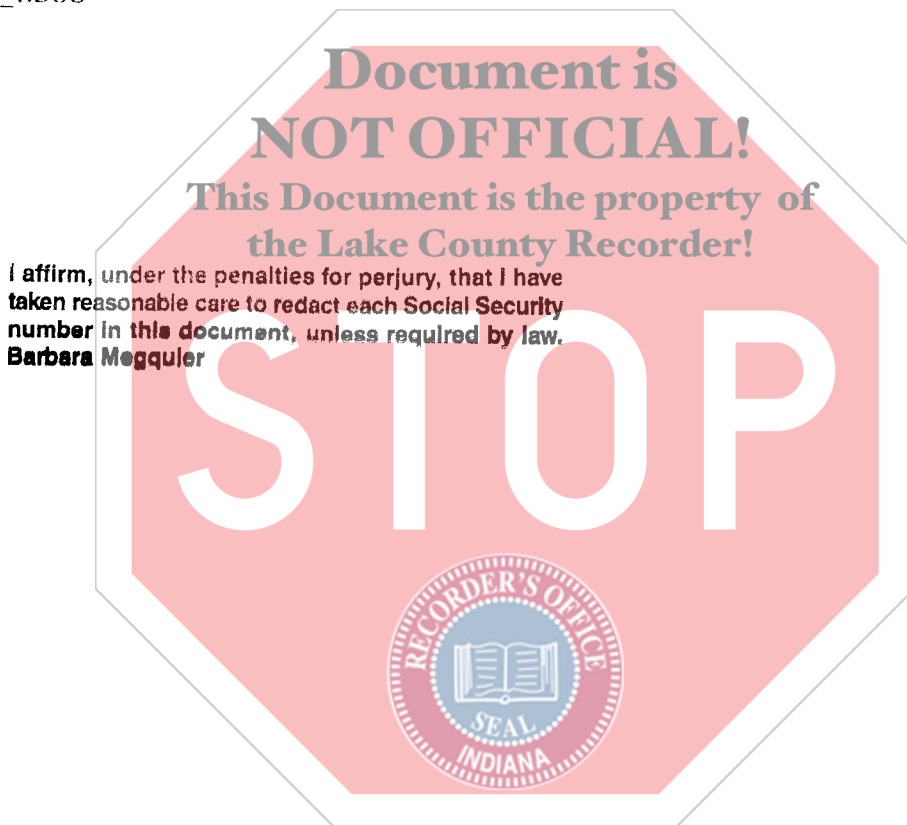


EXHIBIT "A"

LEGAL DESCRIPTION

*Lot 31 and the East 3 Feet of Lot 30 in Block 7 in Blendale 2<sup>nd</sup> Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 33, Page 92, in the Office of the Recorder of Lake County, Indiana.*

