

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 029423

2014 MAY 22 AM 9:48

MICHAEL B. BROWN
RECORDER

Recording Requested By/Return To:
Wells Fargo Bank, N.A.
Attn: Loan Servicing
PO Box 5943
Sioux Falls, SD 57117-5943

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MODIFICATION TO INDIANA REAL ESTATE MORTGAGE REVOLVING LINE OF CREDIT

This Modification Agreement (this "Agreement") is made this 25th day of April 2014, by and between, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Financial Bank, formerly known as Dial Bank ("Lender") and Cheryl R. Johnson (individually and collectively, "Borrower"). Lender and Borrower are collectively referred to as the "Parties."

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

RECITALS:

- A. Lender made a loan and extended credit (the "Loan") to Borrower.
- B. In conjunction with the making of the Loan, Borrower executed and delivered to Lender that certain deed of trust/mortgage/deed to secure debt (the "Security Instrument") Indiana Real Estate Mortgage Revolving Line Of Credit dated March 10, 2004, securing that certain promissory note/evidence of indebtedness of the same date which was executed by Borrower and made payable to the order of Lender (the "Debt Instrument") (together with any renewals, extensions, or modifications to the Debt Instrument made prior to the date of this Agreement), said Security Instrument having been recorded in Book/Roll/Volume N/A at page N/A (or as No. 2004-021363) of the Records of the Office of the Recorder of the County of Lake, State of Indiana, and covering the property described in the Security Instrument and located at 2387 W 63rd Ave, Merrillville, IN 46410 (the "Property"), more particularly described as follows:
The description of the Property is on a separate addendum attached to this Security Instrument, which description is part of the Security Instrument.
- C. The Debt Instrument and the Security Instrument each currently provide for a Loan with an indefinite term.
- D. The Parties wish to modify and amend the terms of the Debt Instrument and of the Security Instrument to provide for a maturity/payment in full date for the Debt Instrument of 04/25/2054.

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AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Borrower and Lender agree as follows:

1. The Debt Instrument and the Security Instrument are each modified and amended to provide for a maturity/payment in full date for the Debt Instrument of 04/25/2054. The purpose of this modification is, in part, to establish a lien expiration date as a matter of law.
2. All capitalized terms not defined herein shall have the meanings set forth in the Debt Instrument and in the Security Instrument. Herein, the Debt Instrument, the Security Instrument, and all other instruments and documents executed in conjunction with or ancillary to the making of the Loan shall be collectively referred to as the "Loan Documents".
3. Except as expressly provided in this Agreement, all terms, covenants, conditions, and provisions of the Debt Instrument, Security Instrument, and all other Loan Documents (including any previous modifications) shall remain unchanged and in full force and effect, and this Agreement shall not affect Lender's security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Security Instrument, the Debt Instrument, and in all other Loan Documents at the time and in the manner therein provided.
4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of any of the Loan Documents, the provisions of this Agreement shall control.
5. This Agreement shall not be construed to be a satisfaction, novation, or partial release of either the Security Instrument or of the Debt Instrument.
6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt Instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligation in connection with the Debt Instrument or with the Security Instrument. The co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and secured by the Security Instrument (as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt Instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.
7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.
8. By signing below, Borrower acknowledges that Borrower has received, read, and agrees to the terms of this Agreement and that Borrower has retained a copy of this Agreement.

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

BORROWER:

Cheryl R. Johnson

(Signature)
Cheryl R. Johnson
(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

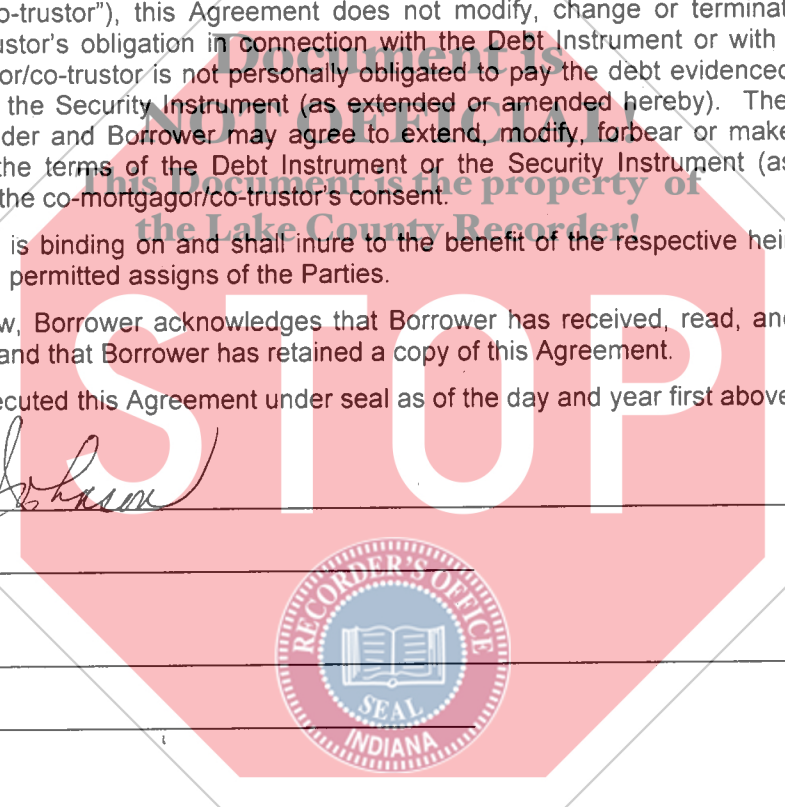
(Printed Name)

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(Printed Name)

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(Printed Name)



(Signature)

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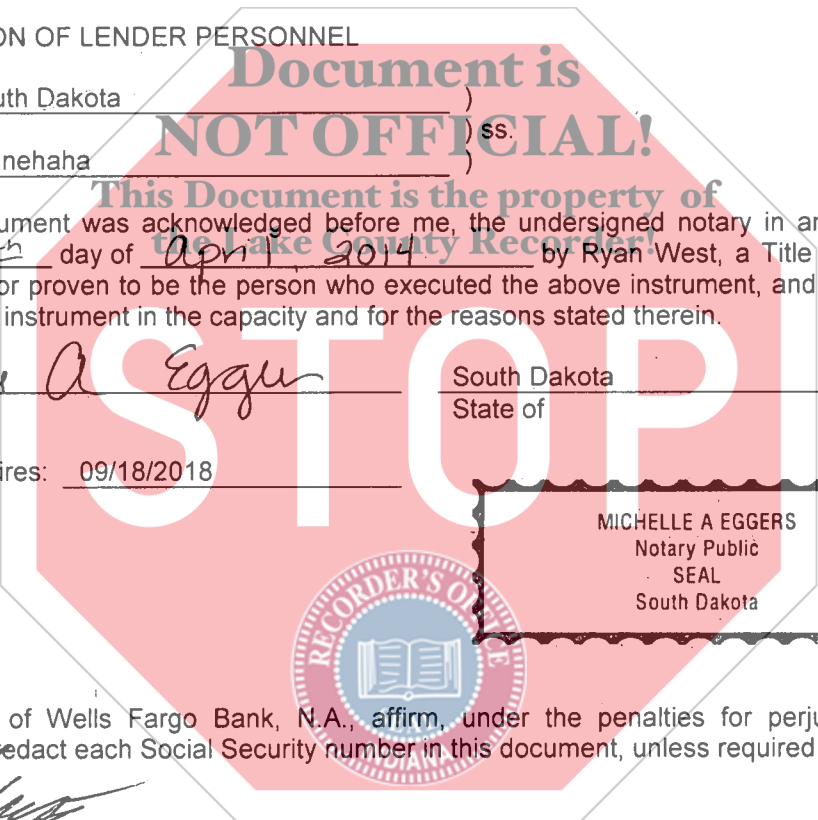
WELLS FARGO BANK, N.A.
LENDER:

By: *[Signature]* 04/25/2014
(Signature)

Ryan West
(Printed Name)
Title Officer
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

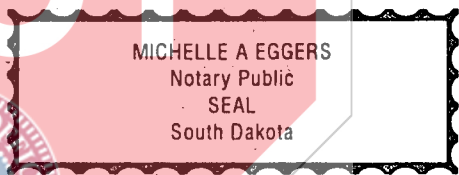
STATE OF South Dakota)
COUNTY OF Minnehaha) ss.



The foregoing instrument was acknowledged before me, the undersigned notary in and for said county and state, on this 25th day of April, 2014 by Ryan West, a Title Officer of Wells Fargo Bank, N.A., known or proven to be the person who executed the above instrument, and who confirmed that he executed the above instrument in the capacity and for the reasons stated therein.

Michelle A Eggers South Dakota
Notary Public State of

My commission expires: 09/18/2018



Affirmation
I, a representative of Wells Fargo Bank, N.A., 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.

[Signature]
(Signature)
Ryan West
(Printed Name)

This instrument was prepared by: Ryan West for Wells Fargo Bank, N.A., PO Box 5943, Sioux Falls, SD 57117-5943.

For An Individual Acting In His/Her Own Right:

State of Indiana
County of Lake

I, Alma Murphy, a Notary Public of the County of Lake, State of Indiana, do hereby certify that Cheryl R. Johnson

personally appeared before me this 6 day of May, 2014, and acknowledged the execution of the foregoing instrument.

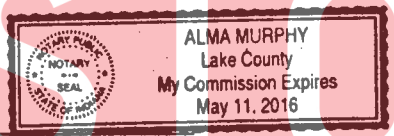

Witness my hand and official seal.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder

Print Name: Alma Murphy
 Notary Public
 Residing at: 2383 W. 63rd Av.
Merrillville, IN 46410

My Commission expires: _____

Unit 2387 West 63rd Avenue in Bel-Oaks Townhomes Exhibit "A" as shown in Plat Book 77, page 26 being that part of Parcel 1 in Bel-Oaks Townhomes to the Town of Merrillville, as per plat thereof, recorded in Plat Book 77, page 7 in the Office of the Recorder of Lake County, Indiana described as commencing at the Northwest corner of said Parcel 1; thence South 33 degrees 45 minutes 00 seconds West along the Westerly line of said Parcel 1 a distance of 20.95 feet; thence South 69 degrees 05 minutes 23 seconds East a distance of 16.25 feet to the point of beginning of this description; thence South 69 degrees 05 minutes 23 seconds East a distance of 36.80 feet; thence South 20 degrees 54 minutes 37 seconds West a distance of 56.0 feet; thence North 69 degrees 05 minutes 23 seconds West a distance of 36.80 feet; thence North 20 degrees 54 minutes 37 seconds East a distance of 56.0 feet to the point of beginning.

