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BK 2,672 PG 288  
DESOTO COUNTY, MS  
-0- W.E. DAVIS, CH CLERK

**WHEN RECORDED MAIL TO:**

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



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GABRESKI, FRANCIS  
MODIFICATION AGREEMENT

This Modification Agreement prepared by:

DEANNA BOWMAN, PROCESSOR *Hathline*  
1820 E SKY HARBOR CIRCLE SOUTH  
PHOENIX, AZ 85034 *1-800 465-4395*

00426370335059

**MODIFICATION AGREEMENT**

**THIS MODIFICATION AGREEMENT** dated February 10, 2007, is made and executed between **ROBERT GABRESKI**, whose address is 2214 DICKENS PLACE DR, SOUTHAVEN, MS 38672 ("Borrower"), **ROBERT GABRESKI and WIFE, SHARON A GABRESKI**, whose address is 2214 DICKENS PLACE DR, SOUTHAVEN, MS 38672 ("Grantor"), and **JPMORGAN CHASE BANK, N.A.** ("Lender").

**RECITALS**

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated September 22, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated September 22, 2005 and recorded on October 7, 2005 in book 1212, on page 310, in the office of the County Clerk of DESOTO, Mississippi (the "Mortgage").

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DESOTO County, State of Mississippi:

Parcel ID Number: 207209060-355  
LOT 355, SECTION "F", DICKENS PLACE SUBDIVISION LOCATED IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 7 WEST, CITY OF SOUTHAVEN, DESOTO MISSISSIPPI AS SHOWN BY PLAT APPEARING OF RECORD IN PLAT BOOK 79, PAGES 12 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI. THE INSTRUMENT CONSTITUTING THE SOURCE OF THE ROBERT GABRESKI AND WIFE SHARON A GABRESKI LEGAL AND EQUITABLE INTERESTS IN THE FOREGOING DESCRIBED PROPERTY WAS A WARRANTY DEED RECORDED AT BOOK 507, PAGE 469 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MS.

The Real Property or its address is commonly known as 2214 DICKENS PLACE DR, SOUTHAVEN, MS 38672. The Real Property tax identification number is 207209060-355.

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 **\$90,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$90,000.00** at any one time.

As of **February 10, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **1.000%**.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed 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 Deed of Trust. It is the intention of Lender to retain as liable all parties to the Deed of Trust 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 Deed of Trust 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 FEBRUARY 10, 2007.**

*FLC*

**MODIFICATION AGREEMENT**  
(Continued)

Loan No: 00426370335059

**BORROWER:**

X Robert Gabreski  
ROBERT GABRESKI, Individually

**GRANTOR:**

X Robert Gabreski  
ROBERT GABRESKI, Individually

X Sharon A. Gabreski  
SHARON A GABRESKI, Individually

**LENDER:**

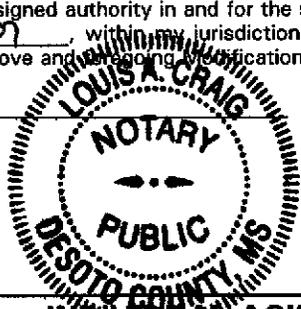
X Sharon A. Gabreski  
Authorized Signer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF MS )  
 ) SS  
COUNTY OF Desoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10<sup>th</sup> day of Feb, 2007, within my jurisdiction, the within named **ROBERT GABRESKI**, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Law A. G.  
NOTARY PUBLIC  
My Commission Expires:  
12-16-2007

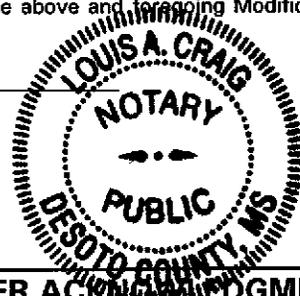


**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF MS )  
 ) SS  
COUNTY OF Desoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10<sup>th</sup> day of Feb, 2007, within my jurisdiction, the within named **ROBERT GABRESKI** and **SHARON A GABRESKI**, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Law A. G.  
NOTARY PUBLIC  
My Commission Expires:  
12-16-2007



**LENDER ACKNOWLEDGMENT**

**Kentucky**  
STATE OF \_\_\_\_\_ )  
 ) SS  
**Fayette**  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26 day of Feb, 2007, within my jurisdiction, the within named \_\_\_\_\_ a \_\_\_\_\_ corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Jonathan L. Johnson  
NOTARY PUBLIC  
My Commission Expires:  
11/11/10

