

**RECORDING REQUESTED BY
USAA Federal Savings Bank**

**When recorded mail to:
USAA FEDERAL SAVINGS BANK
10750 McDERMOTT FREEWAY
SAN ANTONIO, TX 78284-9876**

Inst #: 2001-06513

**02/26/2001-06513
11:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 CJ1 27.00**

THIS SPACE RESERVED FOR RECORDER ONLY

DOCUMENT TITLE (S): MORTGAGE LOAN MODIFICATION AGREEMENT FOR LINES OF CREDIT

**THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE (S) APPLY)**

MORTGAGE LOAN MODIFICATION AGREEMENT
FOR LINES OF CREDIT
(For Use in States Other than Texas)

This Mortgage Loan Modification Agreement ("Agreement" or "Modification"), made effective the **February 14, 2001** (the "Effective Date") between **Robert E. Patrick Jr. and Kelly B. Patrick** ("Borrower," whether one or more) and USAA Federal Savings Bank ("USAA FSB" or "Lender"), amends and supplements (1) the Mortgage, (the "Security Instrument") dated **08-06-1999** and recorded at **Shelby County, State of Alabama** and (2) the Home Equity Line Agreement and Disclosure bearing the same date as and secured by the Security Instrument (the "Credit Agreement"), said Security Instrument covering the real and personal property described in the Security Instrument and defined therein as the Property, evidencing the mortgage loan made by USAA FSB to Borrower effective **08-06-1999** (the "Loan"), the real property described in said Security Instrument being set forth in Exhibit A, attached hereto and made a part hereof.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the parties as follows:

1. The current outstanding principal balance of the Credit Agreement as of **February 14, 2001** is **\$60,187.68**.
2. Borrower has requested that certain terms of the Credit Agreement and Security Instrument be modified. Lender has agreed to make certain modifications. Therefore, the following paragraphs of the Credit Agreement are amended as follows:

Change of Credit Limit

 X **Credit Limit.** This Agreement covers a revolving line of credit for , **(\$20,000.00)** which will be your "Credit Limit" under this Agreement.

3. Except as otherwise expressly modified hereby, all terms and provisions of the Credit Agreement and Security Instrument are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms as hereby modified. To the extent of any conflict between the Credit Agreement and Security Instrument, on the one hand, and this Agreement, on the other hand, this Agreement shall control. Borrower represents and warrants that as of the effective date of this Agreement no default exists in the Credit Agreement or Security Instrument.

4. Borrower hereby agrees to observe, comply with and perform all of the obligations, terms and conditions under or in connection with the Credit Agreement and

Security Instrument, as modified hereby. Borrower hereby reaffirms to USAA FSB each of the representations, warranties, covenants, and agreements contained in the Credit Agreement, Security Instrument, or any or all other documents executed in connection with the Loan, with the same force and effect as if each were separately stated herein.

5. Borrower hereby acknowledges and agrees that the liens and security interests of the Security Instrument and any other documents and instruments executed in connection with the Loan securing the Credit Agreement are valid and subsisting liens and security interests and are superior to all other liens and security interests against the Property and any other collateral to which they attach, with the sole exception of the indebtedness described in the Security Instrument as the "Existing Indebtedness," (if any and if the Existing Indebtedness is still unsatisfied), and are hereby renewed and extended and carried forward in full force and effect.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.

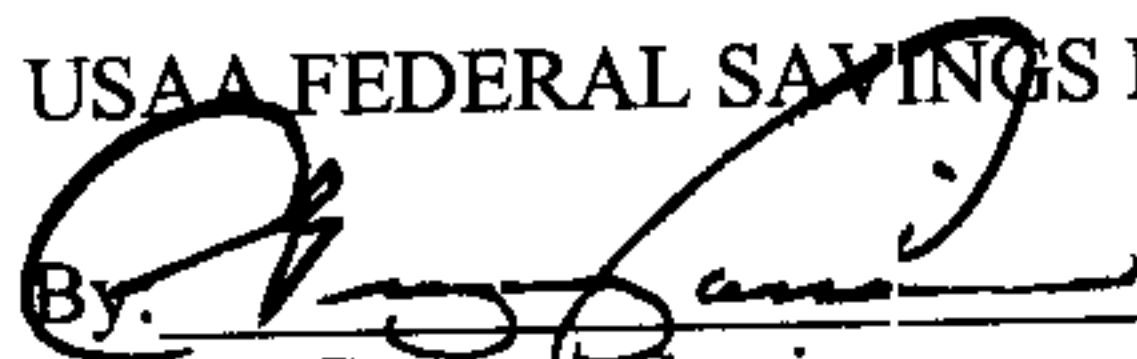
7. In the event the enforceability or validity of any portion of this Agreement, the Credit Agreement, the Security Instrument, or any other documents executed in connection with the Loan, all as modified hereby, is challenged or questioned, such provision shall be construed in accordance with and shall be governed by whichever applicable federal or state law would uphold or would enforce such challenged or questioned provision.

8. THIS AGREEMENT AND ALL OF THE LOAN DOCUMENTS, AS HERETOFORE OR HEREIN MODIFIED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

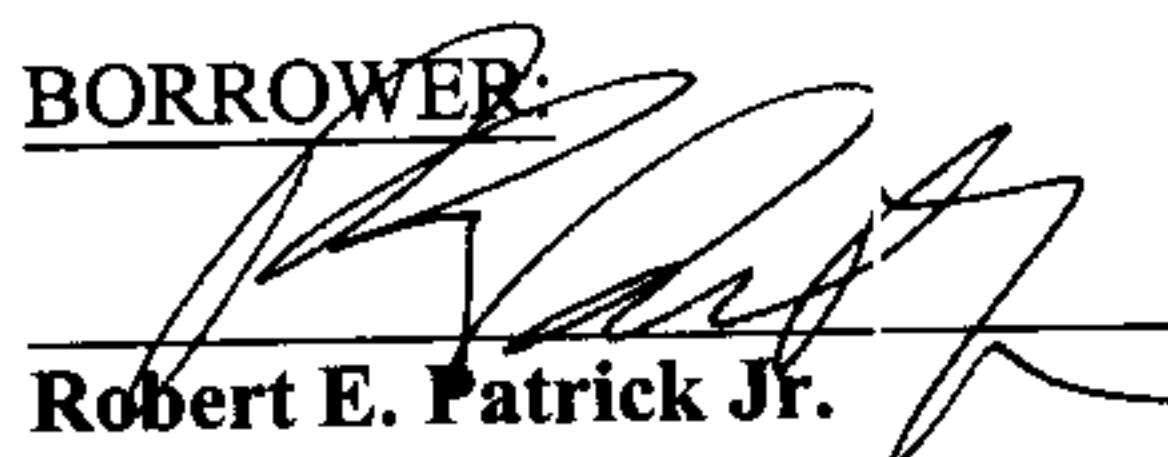
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth in the acknowledgments below, the last date of said acknowledgments to constitute the "Execution Date" of this Modification, this Modification to be effective as of the Effective Date identified above.

LENDER:

USAA FEDERAL SAVINGS BANK

By: 
Gregory Cassius
Assistant Vice President

BORROWER:

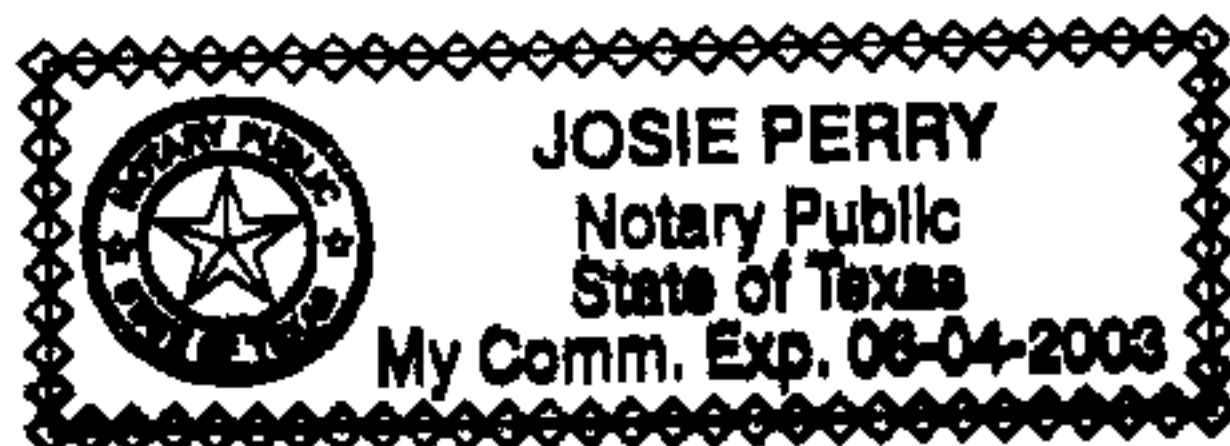

Robert E. Patrick Jr.



Kelly B. Patrick

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared **Gregory Cassius, Assistant Vice President** of USAA Federal Savings Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said federal savings bank.

GIVEN under my hand and seal of office this February 14, 2001.




Josie Perry
Notary Public, The State of Texas

My Commission Expires:

06-04-2003

STATE OF Alabama §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Kelly B. Patrick**, [strike out incorrect phrase:] known to me/~~proved to me on the oath of~~
[name of witness:] _____/proved to me through
[description of identity card such as driver's license or other document.]
_____ to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that [strike out incorrect
word:] ~~he~~/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 19th day of February,
2001.

Lee Ann Hale

Notary Public in and for
The State of Alabama

Printed Name of Notary:

Lee Ann Hale

My Commission Expires:

12/28/2004

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Robert E. Patrick Jr.**, [strike out incorrect phrase:] known to me/~~proved to me on the~~ oath of [name of witness:] _____/proved to me through [description of identity card such as driver's license or other document:] _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [strike out incorrect word:] ~~he/she~~ executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 19th day of February, 2001.

Lee Ann Hale
Notary Public in and for
The State of Alabama

Printed Name of Notary:

Lee Ann Hale

My Commission Expires:

12/28/2004

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