

THIS INSTRUMENT PREPARED BY:
Travis Osterhoudt

When Recorded Return To:

First American Title Company
3355 Michelson Dr., Suite 250
Irvine, CA 92612

Attn: Special Default Services Division

Dee Dee Caswell
LOAN NUMBER: 3985141

ASSESSOR PARCEL NUMBER:

1123334 Mp9 (SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

This Modification Agreement (the "Modification") is made as of 08/12/2002, between Lesa M Palmer and Michael A Palmer (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide"), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Mortgage, dated 08/10/2001 and recorded 08/16/2001, in Book Number -----, at Page Number -----, as Document No. 34851, in the Official Records of the County of Shelby, State of Alabama (the "Security Instrument"), and covering the real property with a commonly known as: 2454 BLUE SPRINGS ROAD WILSONVILLE, AL 35186, and more specifically described as follows:

SEE ATTACHED "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1. **Amendment to Credit Limit:** Paragraph 4 is deleted in its entirety and the following inserted in lieu thereof:

"My credit limit under this agreement is \$90,000.00. I promise not to request loans, which will cause the unpaid principal balance of my Account to exceed my Credit Limit. You can increase the Credit Limit at any time without prior notice to me. You can refuse to make loans that cause my obligations under this Agreement to exceed my Credit Limit. You will make loans on my Account based on the "Available Credit Limit" shown on my most recent periodic statement. However, I agree that when I make payments on my Account by check or other non-cash method, you reserve the right to make loans based on the "Available Credit Limit" shown on the last periodic statement issued prior to the most recent periodic statement. In addition to each "Minimum Payment Due," I must pay immediately, without notice or demand from you, any part of the principal balance of my Account that exceeds my Credit Limit."

2. **Amendment to Margin:** Paragraph 5.D. is deleted in its entirety and the following inserted in lieu thereof:

"The "Margin" to be used under paragraph 5.C above to determine my ANNUAL PERCENTAGE RATE is 0.000 percentage points."

3. **Limited Effect:** The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement remain in full force and effect, unaltered by this Modification.

4. **Effective Date/Limitation on Effect:** This Modification will be effective on the first business day of the next month following receipt by Countrywide Home Loans of the completed and signed modification agreement. This Modification is null and void unless executed and returned to Countrywide within thirty (30) days from the above specified date.

IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

Lesa M Palmer
Lesa M Palmer Date

BORROWER(S)

Michael A Palmer
Michael A Palmer Date

08/19/02

Notary Acknowledgement for Borrower(s)

State of AL

County of Shelby

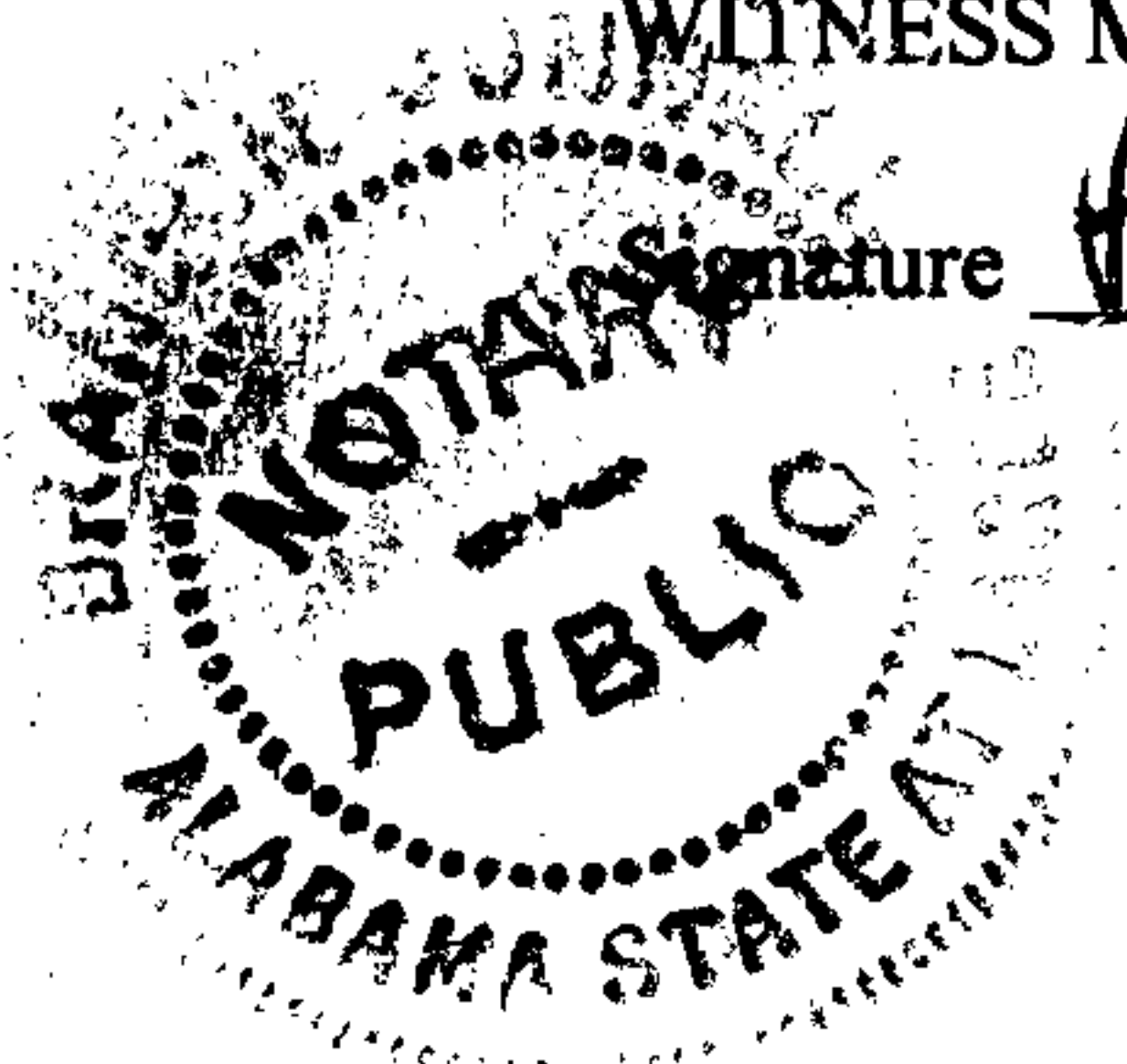
On 08/19/02

, before me, Brandon Conneli, personally appeared Michael + Lesa Palmer is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature

Brandon Conneli 8-28-05




LENDER

COUNTRYWIDE HOME LOANS, INC.

By: 

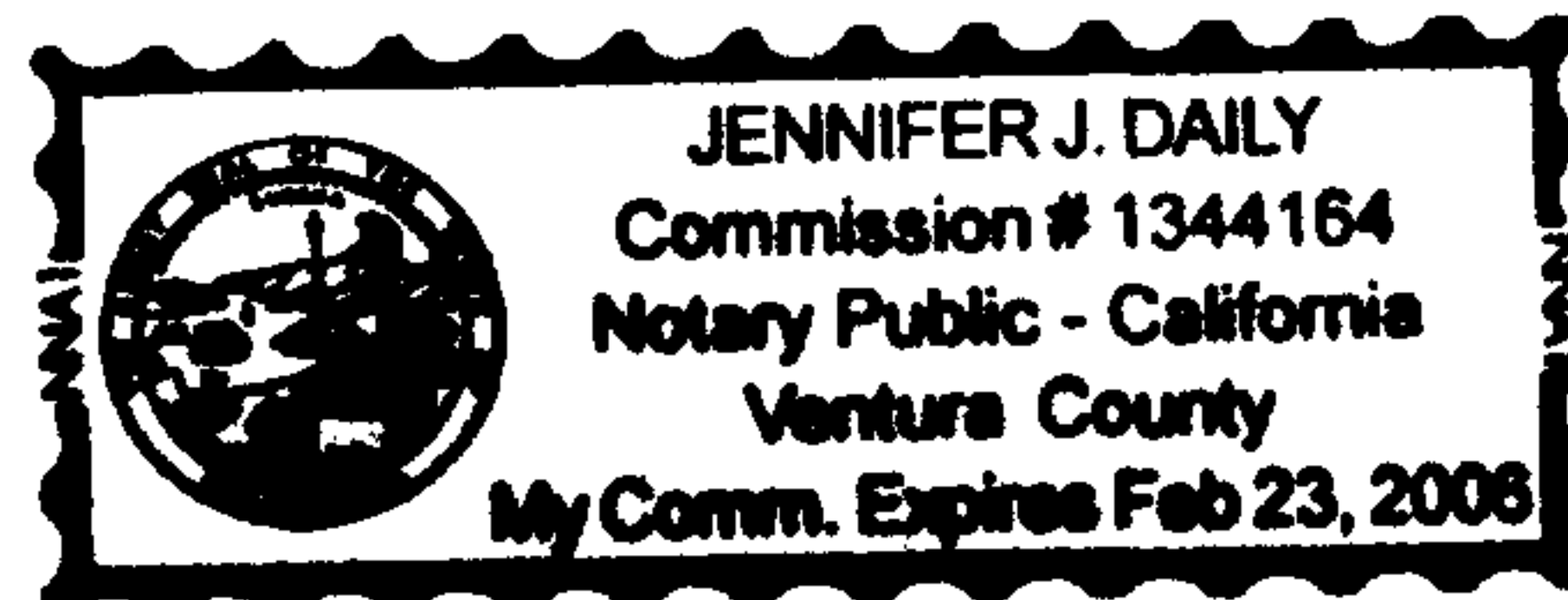
Michael Drawdy, First Vice President

Notary Acknowledgement for Lender
State of California
County of Ventura

On August 29, 2002, before me,  JENNIFER J. DAILY,
personally appeared Michael Drawdy, First Vice President of Countrywide Home Loans, Inc., A New York Corporation personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature 



Legal (Reference: 3985141) for Order Number 1123334

PARCEL 1, ACCORDING TO THE JOHN W. ROSAMOND BOUNDARY SURVEY, RECORDED IN MAP BOOK 24, PAGE 76, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A 2-INCH PIPE ACCEPTED AS THE SW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 1 EAST, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, RUN THENCE NORTH ALONG THE ACCEPTED WEST BOUNDARY OF SAID NE 1/4 OF NW 1/4 A DISTANCE OF 685.25 FEET TO A 1/2 INCH REBAR;

THENCE TURN 90 DEGREES, 09 MINUTES, 21 SECONDS RIGHT AND RUN 458.45 FEET ALONG AN ACCEPTED PROPERTY LINE TO A 1.5-INCH PIPE;

THENCE TURN 90 DEGREES, 08 MINUTES, 48 SECONDS LEFT AND RUN 395.72 FEET TO A 1.5-INCH PIPE;

THENCE TURN 89 DEGREES, 19 MINUTES, 23 SECONDS RIGHT AND RUN 210.83 FEET TO A 1.25-INCH SOLID BAR;

THENCE TURN 89 DEGREES, 12 MINUTES, 04 SECONDS LEFT AND RUN 231.22 FEET TO A 1/2-INCH REBAR ON THE SOUTH BOUNDARY OF SHELBY COUNTY HIGHWAY 848 (60-FOOT RIGHT OF WAY);

THENCE TURN 90 DEGREES, 15 MINUTES, 11 SECONDS RIGHT AND RUN 50.00 FEET ALONG SAID HIGHWAY BOUNDARY TO A 1/2-INCH REBAR;

THENCE TURN 89 DEGREES, 44 MINUTES, 49 SECONDS RIGHT AND RUN 1313.11 FEET TO A 1/2-INCH REBAR ON THE ACCEPTED SOUTH BOUNDARY OF AFOREMENTIONED NE 1/4 OF THE NW 1/4 OF LAND;

THENCE TURN 89 DEGREES, 52 MINUTES, 21 SECONDS RIGHT AND RUN 716.85 FEET ALONG SAID ACCEPTED SOUTH BOUNDARY TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND.

EXHIBIT

CERTIFICATE OF PREPARATION

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY ONE OF THE
PARTIES IN THE WITHIN INSTRUMENT.

Danielle Romero

Danielle Romero Production Specialist
FIRST AMERICAN TITLE
3355 MICHELSON DR STE 250
IRVINE, CA 92612
ATTN: SPECIAL DEFAULT SERVICES