

THIS INSTRUMENT PREPARED BY:

Karen Bresnik

When Recorded Return To:

First American Title Company

3355 Michelson Dr., Suite 250

Irvine, CA 92612

Attn: Charlene Osborne 1467601

LOAN NUMBER: 9708155

ASSESSOR PARCEL NUMBER:

(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 05/12/2003, between Lyndel R Hardy and Henry W O'Steen Sr (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 09/15/2000 and recorded 10/12/2000, in Book Number -----, at Page Number -----, as Document No. 356761, in the Official Records of the County of Shelby, State of Alabama (the "Security Instrument"), and covering the real property with a commonly known address as: 2036 BLUE HERON CIRCLE BIRMINGHAM, AL 35242, and more specifically described as follows:

original Amount \$ 58,000

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:** My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$100,000.00.
- 2. Amendment to Margin:** The "Margin" used to determine my ANNUAL PERCENTAGE RATE is modified to 1.875 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 when completed, signed and notarized will be no later than the first business day of the next month following receipt by Countrywide Home Loans. This Modification is null and void unless completed, signed notarized and returned to Countrywide Home Loans within thirty (30) days from the above specified date.

Capped Amount \$42,000

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

Lyndel R Hardy 5-20-03
Lyndel R Hardy Date

Witness Rozanne Dierke
Signature of Witness

Henry W O'Steen Sr 5-20-03
Henry W O'Steen Sr Date

Witness Maui Mauro
Signature of Witness

LOAN NUMBER: 9708155

Page 2 of 2

Notary Acknowledgement for Borrower(s)

State of Alabama
County of Shelby

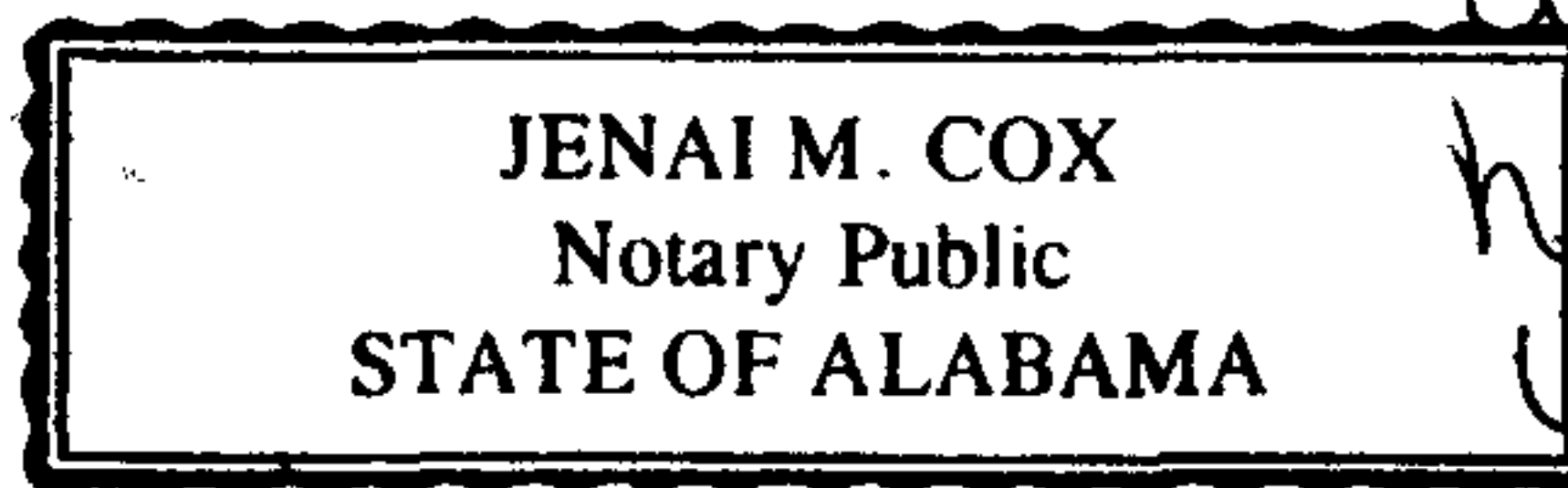
On May 20th, 2003 before me, Jenai M. Cox,
Name of Notary Public

personally appeared Dyndel B. Hardy, Henry O'Hearn subscribed to
Name(s) of Borrower(s)

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 Jenai M. Cox
Signature of Notary Public



ADL # 709 6889 #hard
WF 165 Blw/Blw
a-5-52 08-23-03
hw # 7075486
WM 6'2 215
Dad - Guy 85.39 07.01.03

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Jan 24, 2005
BONDED THRU NOTARY PUBLIC INSURANCE

LENDER

COUNTRYWIDE HOME LOANS, INC.

By: [Signature]
Michael Drawdy, First Vice President

Notary Acknowledgement for Lender

State of California
County of Ventura

On May 31, 2003, before me, Oscar Aceves, 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 [Signature]
Signature of Notary Public

