



20050414000176070 1/5 \$72.50  
Shelby Cnty Judge of Probate, AL  
04/14/2005 10:49:39AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Randy Kirchmann

I When recorded mail to:

LSI - North Recording Division  
5029 Dudley Blvd  
McClellan, CA 95652  
(800) 954-3524

LOAN NUMBER: 7582536 A

ASSESSOR PARCEL NUMBER: 236/41001011005

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND  
DISCLOSURE STATEMENT** "husband and wife" (TS)

This Modification Agreement (the "Modification") is made as of 2/28/2005, between Donald L Jeffers, Jr. and Sue A Jeffers (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide Home Loans, Inc."), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Mortgage which states the property is vested in Donald L Jeffers, Jr. and Sue A Jeffers, dated 2/10/1998 and recorded 2/19/1998, in Book Number -----, at Page Number -----, as Document No. 05660, 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 of: 564 FULTON SPRINGS ROAD ALABASTER, AL 35007 (the "Property"), and more specifically described as follows:

"Taxes is on new money being loaned \$32,950" (B)

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

"ORIGINAL LOAN AMOUNT \$32,950.00" (B)

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 \$65,900.00.

**2. Representation of Borrower(s):** Borrower(s) represent(s) to Countrywide Home Loans, Inc. that:

- a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;

Prepared By: Randy Kirchmann  
450 American Street, Mail Stop SV3-226  
Simi Valley, CA 93065

Initials

DRJ Sag





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- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. in writing;
- c) I am/We are the only owner(s) of the property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 2/10/1998. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. of such changes prior to the completion of this modification;
- d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
- e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
- f) I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give up my/our right to the protection of the property with respect to claims based upon this contract;
- g) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Home Loans, Inc. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil liability and/or criminal penalties.

**3. Limited Effect:** The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Home Loans, Inc. there under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.

**4. Effective Date/Limitation on Effect:** This Modification when completed, signed and notarized will be effective no later than the first business day of the next month following receipt by Countrywide Home Loans, Inc.. This Modification is null and void unless completed, signed, notarized and returned to Countrywide Home Loans, Inc. within fourteen (14) days from the above-specified date.

THIS DOCUMENT IS FILED FOR  
RECORD BY FIDELITY NATIONAL  
TITLE INS. CO. AS AN ACCOMODATION  
ONLY. IT HAS NOT BEEN EXAMINED  
AS TO ITS EXECUTION OR AS TO ITS  
EFFECT UPON THE TITLE.

Initials

DLJ Sag

LOAN NUMBER: 7582536

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

**BORROWER(S)**

Donald L. Jeffers, Jr. 3-5-05 Sue A. Jeffers 3-5-05  
Donald L Jeffers, Jr. Date Sue A Jeffers Date

Witness \_\_\_\_\_  
Signature of Witness

Witness \_\_\_\_\_  
Signature of Witness

**CO-OWNER(S)**

The undersigned hereby consents to the execution of this Modification, which serves to increase the lien amount on the Subject Property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Witness \_\_\_\_\_  
Signature of Witness

Witness \_\_\_\_\_  
Signature of Witness

Notary Acknowledgement for Borrower(s)/Owner(s)

State of Alabama  
County of Jefferson

On 3-5-05, before me, Carla K Bowman,  
Date "husband & wife" Name of Notary Public

personally appeared Donald L. Jeffers, Jr. & Sue A. Jeffers is subscribed to  
Name(s) of Borrower(s)/Owners

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their 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 Carla K Bowman  
Signature of Notary Public EXP. 3-18-07  
Carla K. Bowman





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PLEASE DO NOT WRITE BELOW - COUNTRYWIDE HOME LOANS, INC. ONLY

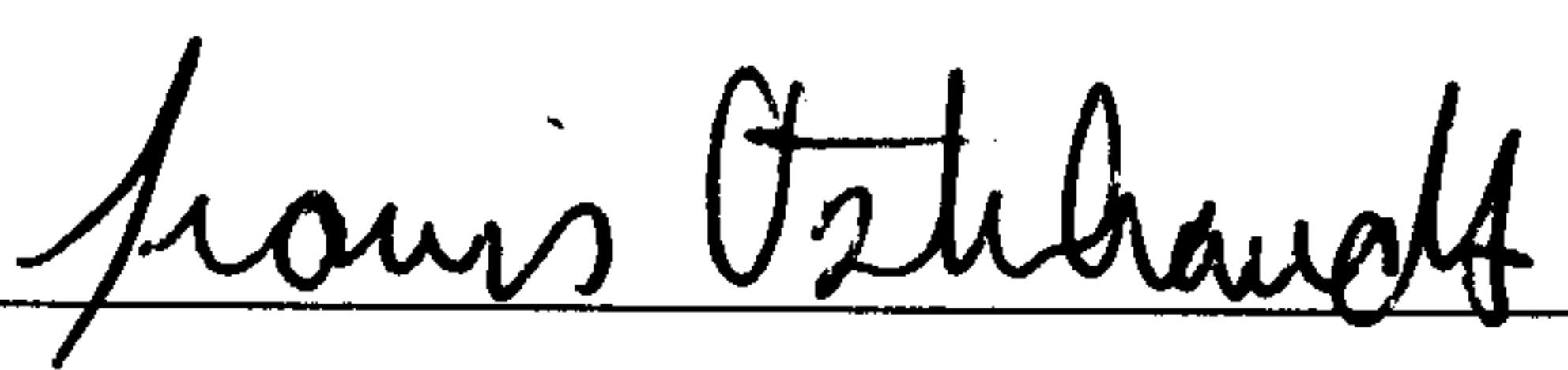
**LENDER**

COUNTRYWIDE HOME LOANS, INC.


By:   
Donna Panosian, Vice President

Notary Acknowledgement for Lender  
State of California  
County of Ventura

On 3/15/05, before me, Travis Osterhoudt,  
personally appeared Donna Panosian, 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/she executed the same in his/her authorized capacity, and that by his/her 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 of Notary Public  
Travis Osterhoudt



  
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**EXHIBIT A**

**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 3 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE SOUTH 0 DEGREES 20 MINUTES 44 SECONDS EAST A DISTANCE OF 141.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 76.66 FEET; THENCE SOUTH 76 DEGREES 24 MINUTES 39 SECONDS WEST A DISTANCE OF 160.34 FEET THENCE NORTH 48 DEGREES 57 MINUTES 25 SECONDS WEST A DISTANCE OF 242.21 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY NO. 26; THENCE NORTH 38 DEGREES 59 MINUTES 54 SECONDS EAST AND ALONG SAID RIGHT-OF-WAY A DISTANCE OF 81.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 0 DEGREES 36 MINUTES 00 SECONDS AND A RADIUS OF 1905.50 FEET; THENCE ALONG SAID ARC OF SAID CURVE A DISTANCE OF 19.95 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 39 DEGREES 17 MINUTES 52 SECONDS EAST A DISTANCE OF 19.95 FEET TO THE END OF SAID CURVE, THENCE SOUTH 65 DEGREES 40 MINUTES 35 SECONDS EAST AND LEAVING SAID RIGHT-OF-WAY A DISTANCE OF 300.57 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PARCEL CONVEYED TO DONALD L. JEFFERS, JR. AND SUE A. JEFFERS FROM DOW, WIDEMAN, LAWACZECK & CHILDS, AN ALABAMA GENERAL PARTNERSHIP, BY VIRTUE OF A DEED DATED 05/20/94, RECORDED 06/03/94, AS INSTRUMENT NO. 1994-17835, COUNTY OF SHELBY, STATE OF ALABAMA.

APN/Parcel ID 236141001011005

\*\*\*\*\* End of Document \*\*\*\*\*