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TURNER, MELISSA
MODIFICATION AGREEMENT

20060509000217810 1/3 $156.50
Shelby Cnty Judge of Probate, AL
05/09/2006 12:04:20PM FILED/CERT

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated April 13, 2006, is made and executed between MELISSA A TURNER and DAVID M TURNER, whose addresses are 105 BRIDGEWATER DR, HELENA, AL 35080 and 105 BRIDGEWATER DR, HELENA, AL 35080 (referred to below as "Borrower"), MELISSA A TURNER AND DAVID M TURNER, WIFE AND HUSBAND, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, whose address is 105 BRIDGEWATER DR, HELENA, AL 35080 (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender").

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **June 11, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **June 11, 2003** and recorded on **June 18, 2003** in Recording/Instrument Number **20030618000381290**, in the office of the County Clerk of **SHELBY**, **Alabama** (the "Mortgage").

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

SOURCE OF TITLE
Document Number 20030618000381270
LOT 202, ACCORDING TO THE AMENDED SURVEY OF RIVERWOODS SECTION SECTOR, AS RECORDED IN MAP BOOK 29, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED. 134170003002000.

The Real Property or its address is commonly known as 105 BRIDGEWATER DR, HELENA, AL 35080. The Real Property tax identification number is 134170003002000.

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 **$93,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **$93,000.00** at any one time.

As of **April 13, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.51%**.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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.

MODIFICATION FEE. Borrower agrees to pay Lender a Modification Fee of $75. This fee will be billed to the Borrower's account, will be reflected on Borrower's next periodic statement after the date of this Modification Agreement and will be due as part of the next monthly payment. If Borrower has signed up for ACH automatic payment deduction, this fee will be included in the next scheduled ACH transaction after the date of this Modification Agreement.

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 APRIL 13, 2006.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X Melissa A. Turner (Seal)
MELISSA A TURNER, Individually

X David M Turner (Seal)
DAVID M TURNER, Individually

GRANTOR:

X Melissa A. Turner (Seal)
MELISSA A TURNER, Individually

X David M Turner (Seal)
DAVID M TURNER, Individually

LENDER:

X Carolyn D Johnson JPMorgan Chase Bank
Authorized Signer Carolyn D Johnson

This Modification Agreement prepared by:

Name: ROXANNE OCHOA, DOC PREP SPECIALIST
Address: 1820 E SKY HARBOR CIRCLE SOUTH
City, State, ZIP: PHOENIX, AZ 85034

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ala)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MELISSA A TURNER and DAVID M TURNER,** whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th **day of** April, 20 06.

Notary Public

My commission expires MY COMMISSION EXPIRES DECEMBER 10, 2008

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ala)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MELISSA A TURNER and DAVID M TURNER,** whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

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LENDER ACKNOWLEDGMENT

STATE OF Ala)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ~~[illegible]~~ Carolyn D Johnson agent for JP Morgan Chase a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said , he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 13th day of April, 20 06.

Notary Public

My commission expires MY COMMISSION EXPIRES DECEMBER 10, 2008

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