

This instrument was prepared by:
American Express Bank, FSB
Consumer Loan Center
2730 Liberty Avenue
Pittsburgh, PA 15222
P5-PCLC-02-F
800-762-4466
83-03-48108931073

20060707000327230 1/4 \$137.00
Shelby Cnty Judge of Probate, AL
07/07/2006 03:05:24PM FILED/CERT

Parcel I.D. Number: 10-1-11-0-2.017

After recording, please return to:

American Express Bank, FSB
Consumer Loan Center
2730 Liberty Avenue
Pittsburgh, PA 15222
P5-PCLC-01-I

[Space Above This Line For Recording Data]

**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END DEED OF TRUST/MORTGAGE**

*Source of Title
Shelby Cnty 2001 PG 28358*
American Express Centurion Bank NKA
THIS MODIFICATION AGREEMENT (this "Agreement"), dated 04/05/2006, is made between American Express Bank, FSB (the "Bank") and Rochelle Arnold, JR and Emma C. Arnold (the "Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean the Bank. All capitalized terms not defined herein shall have the same meaning as given in the Line of Credit Agreement (as hereinafter defined). *THIS DOCUMENT IS NOT TO BE FILED IN THE UCC BOOK*

June 23, 7
A. You have heretofore entered into a Home Equity Line of Credit Agreement (the "Line of Credit Agreement") with us, dated *June 23, 2001* for \$78,000.00, which is secured by a Deed of Trust/Mortgage of the same date recorded as Instrument No. 2001-28358 in Book N/A at Page N/A of the Shelby County Land Records (the "Security Instrument"), covering real property located at 515 WINDCHASE CIRCLE, BIRMINGHAM, AL 35242 (the "Property"), (collectively, the "Loan Documents"); and *See Exhibit "A" Recorded 7/9/2001*

B. You have requested and we have agreed to modify certain terms of the Line of Credit Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you and we agree as follows:

A. AMENDMENT OF LINE OF CREDIT AGREEMENT. Effective as of April 5, 2006 (the "Effective Date"), the Line of Credit Agreement shall be modified in the following respects:

1. Extension of Maturity Date. The Maturity Date for your Credit Line is hereby extended to July 02, 2026.

2. Extension of Draw Period. The Draw Period for your Credit Line is hereby extended so that it will now end on the last day of the monthly billing cycle in which the 15th anniversary of the opening of your account occurred.

3. Minimum Monthly Payments. The number of minimum monthly payments to be made by you during the remainder of the Draw Period, as extended, will be **one hundred twenty (120)**.

B. MODIFICATION OF SECURITY INSTRUMENT. As of the Effective Date, the Security Instrument shall be modified to extend the Maturity Date from ~~July 02, 2016~~ to June 23, 2026

C. OTHER TERMS

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our security interest in, or lien priority on, the Property.
2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.
3. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.
4. By signing this Agreement, you represent and warrant to us that you have no counterclaims, set-offs or defenses to our rights under the Loan Documents.
5. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Loan Documents, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

X Leigh Hart
Print Name: Leigh Hart
X T. Nelson Rains
Print Name: T. Nelson Rains

BORROWER:

X Rochelle Arnold, JR
Print Name: Rochelle Arnold, JR
Date: April 14, 2006
X Emma C. Arnold
Print Name: Emma C. Arnold
Date: April 14, 2006

NOTARY ACKNOWLEDGMENT

STATE OF AL, COUNTY/CITY OF SHELBY, TO WIT:

On this, the 14th day of April, 2006, before me, the undersigned officer, personally appeared Rochelle Arnold, Jr and Emma C. Arnold known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained as his/her/their free act and deed.

In witness whereof, I hereunto set my hand and official seal.

X Jennifer L. Barnett
Print Name: Jennifer L. Barnett
Notary Public

My commission expires: MY COMMISSION EXPIRES APRIL 21, 2007

LENDER:

American Express Bank, FSB

By: [Signature]

Name:

Title:

Date:

DAWN CAMERLIN
ASSISTANT VICE PRESIDENT

5-3-06

LENDER ACKNOWLEDGMENT

STATE OF PENNSYLVANIA, COUNTY OF ALLEGHENY, to wit:

On this, the 3 day of May, 2006, before me, the undersigned officer, personally appeared DAWN CAMERLIN, who acknowledged himself/herself to be a ASSISTANT VICE PRESIDENT of American Express Bank, FSB, a national banking association, and that he/she as such ASSISTANT VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself/herself as ASSISTANT VICE PRESIDENT

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Valerie Stelitano, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Mar. 16, 2010
Member, Pennsylvania Association of Notaries

X Valerie Stelitano
Print Name: **VALERIE STELITANO**
Notary Public

My commission expires on 3/16/2010

Customer Name: ROCHELLE ARNOLD

Page 3 of 3

Application #: 008931073

Order #: 2469291



20060707000327230 4/4 \$137.00
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Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA. AS MORE FULLY DESCRIBED IN DEED BOOK 1997, PAGE 4897, ID# 10-1-11-0-2.017, BEING KNOWN AND DESIGNATED AS LOT 17, WINDCHASE. GIVIAN POURS ADDITION TO MEADOW BROOK, FILED IN PLAT BOOK 18, PAGE 55.

BY FEE SIMPLE DEED FROM WINDCHASE DEVELOPMENT COMPANY, INC. AS SET FORTH IN BOOK 1997 PAGE 4897 DATED 02/13/1997 AND RECORDED 02/14/1997. SHELBY COUNTY RECORDS. STATE OF ALABAMA.

Inst # 2001-28358

07/09/2001-28358
03:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MB 146.00