

4003533+4 OKRONGLEY, KATHLEEN MODIFICATION AGREEMENT 00426450048488

20060829000424300 1/2 \$219.50 Shelby Cnty Judge of Probate, AL 08/29/2006 10:08:09AM 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

426450048488

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated August 1, 2006, is made and executed between KATHLEEN OKRONGLEY, whose address is 362 OLMSTED ST, BIRMINGHAM, AL 35242 (referred to below as "Borrower"), KATHLEEN OKRONGLEY, A SINGLE PERSON, whose address is 362 OLMSTED ST, BIRMINGHAM, AL 35242 (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 April 22, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 22, 2005 and recorded on May 5, 2005 in book 30, on page 10, in Recording/Instrument Number 2005050505000215680, 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:

Parcel ID Number: 092031003011000

SOURCE OF TITLE DEED BOOK 2004 AND PAGE 356770.

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA TO-WIT: LOT 10-08, BLOCK 10, ACCORDING TO THE SURVEY OF MT LAUREL, PHASE 2, AS RECORDED IN MAP BOOK 30, PAGE 10 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 362 OLMSTED ST, BIRMINGHAM, AL 35242. The Real Property tax identification number is 092031003011000.

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 \$137,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$137,000.00 at any one time.

As of August 1, 2006 the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be 0.65%.

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 AUGUST 1, 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:

KATHLEEN OKRONGLEY, Individually

Wonde

Loan No: 426450048488

(Continued)

GRANTOR:	
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KATHLEEN OKRONGLEY, Individually	(Seal) (Seal) 20060829000424300 2/2 \$213.65, AL 20060829000424300 2/2 \$213.65 AL 2006082900042424300 2/2 \$213.65 AL 200608290004242400 2/2 \$213.65 AL 2006082900004242400 2/2 \$213.65 AL 2006082900004242400 2/2 \$213.65 AL 20060829000004242400 2/2 \$213.65 AL 2006082900000000000000000000000000000000
LENDER:	
x	
Authorized Signer JONATHAN L.	OHNSON
This Modification Agreement prepared by:	
	Name: TAMIKA MONROE, DOC PREP SPECIALIST
	Address: 1820 E SKY HARBOR CIRCLE SOUTH City, State, ZIP: PHOENIX, AZ 85034
	INDIVIDUAL ACKNOWLEDGMENT
STATE OF Alahama	
) SS
COUNTY OF Shelby)
I. the undersigned authority, a Notary Publi	c in and for said county in said state, hereby certify that KATHLEEN OKRONGLEY, whose name is
signed to the foregoing instrument, and wh	is known to me, acknowledged before me on this day that, being informed of the contents of said oluntarily on the day the same bears date.
Given under my hand and official seal this	day of MUSIUS . 2006.
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	Notary Public
My commission expires ////////////////////////////////////	
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