3557643+4 00426400136584
BURNS, DAVID
MODIFICATION AGREEMENT

20070116000022580 1/2 $42.50
Shelby Cnty Judge of Probate,AL
01/16/2007 01:08:48PM FILED/CERT

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

NOT TO BE FILED AS UCC

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

00426400136584

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 19, 2006, is made and executed between DAVID BURNS and SUSAN BURNS, whose addresses are 5528 DOUBLE OAK LN, BIRMINGHAM, AL 35242 and 5528 DOUBLE OAK LN, BIRMINGHAM, AL 35242 (referred to below as "Borrower"), DAVID BURNS and SUSAN BURNS, HUSBAND AND WIFE JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, whose address is 5528 DOUBLE OAK LN, 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 **January 27, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **January 27, 2004** and recorded on **February 9, 2004** in book **2004**, on page **67290**, 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, DEED: BOOK 2003 PAGE 3780
PARCEL ID NUMBER: 108270001024000
THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT: LOT 15, IN BLOCK 1, ACCORDING TO THE CHEROKEE FOREST, FIRST SECTOR SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 17 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 5528 DOUBLE OAK LN, BIRMINGHAM, AL 35242. The Real Property tax identification number is 108270001024000.

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 **$50,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **$50,000.00** at any one time.

As of **December 19, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.760%**.

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.

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 DECEMBER 19, 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 David E Burns (Seal)
DAVID BURNS, Individually

X Susan Burns (Seal)
SUSAN BURNS, Individually

GRANTOR:

X _____ (Seal)
DAVID BURNS, Individually

X _____ (Seal)
SUSAN BURNS, Individually

LENDER:

X _____
Authorized Signer BRANDY M SAVAGE

20070116000022580 2/2 $42.50
Shelby Cnty Judge of Probate, AL
01/16/2007 01:08:48PM FILED/CERT

This Modification Agreement prepared by:

Name: ARDELL M. SCOTT, PROCESSOR
Address: 1820 E. SKY HARBOR CIRCLE SOUTH STE. 200
City, State, ZIP: PHOENIX, AZ 85034

notary

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID BURNS and SUSAN BURNS,** 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 20th **day of** December, 20 06.

Tonya D Haynes
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov. 09, 2009
My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS

notary

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID BURNS and SUSAN BURNS,** 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 20th **day of** December, 20 06.

Tonya D Haynes
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov. 09, 2009
My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF KY)
) SS
COUNTY OF Fayette)

OFFICIAL SEAL
JONATHAN L. JOHNSON
NOTARY PUBLIC - KENTUCKY
STATE AT LARGE
My Comm. Expires Jan. 11, 2010

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRANDY M SAVAGE 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 9 **day of** Jan, 20 07.

Notary Public

My commission expires 1/11/10

LASER PRO Lending, Ver. 5.19.40.06 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL/iOH N:\CFIB1\LASERPRO\CFI\LPL\G201.FC TR-63793972 PR-MODNDEAL