

THIS INSTRUMENT PREPARED BY:

Tinh Dinh

7105 CORPORATE DRIVE  
PLANO, TX 75024

RETURN TO: US RECORDINGS, INC

PO BOX 19989

LOUISVILLE, KY 40259

374413542  
LOAN NUMBER: 1594377 ASSESSOR PARCEL NUMBER: 21-6-24-1-001-009.000

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

7007-028669 3K  
**MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND  
DISCLOSURE STATEMENT**

This Modification Agreement (this "Modification") is made as of 2/27/2007, between STEPHEN S JOHNSON and LINDA T JOHNSON (the "Borrower(s)") and Countrywide Home Loans, Inc.. ("Countrywide"), 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 STEPHEN S JOHNSON and LINDA T JOHNSON, dated 4/29/2002 and recorded 4/30/2002, in Book Number \_\_\_\_\_, at Page Number \_\_\_\_\_, as Document No. 20020430000203090, 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 as: 101 NORTH HIGHLAND DRIVE, COLUMBIANA, AL 35051, and more specifically described as follows:

\* Husband and Wife

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

SEE "EXHIBIT B" ATTACHED HERETO AND INCORPORATED HEREIN.

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 \$19,335.00.
2. **Amendment to Margin:** The Margin used to determine my ANNUAL PERCENTAGE RATE is modified to 0.375 percentage points.
3. **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;
  - 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;

Initials

SS LJ

SS LJ

LOAN NUMBER 1594377

- 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 4/29/2002. 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 are 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) If Lender has not required my/our current income documentation, I/we certify that my/our current income has not decreased since the time of my/our original Home Equity Line of Credit Agreement and Disclosure Statement described above.
  - h) 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.
4. **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. 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.
5. **Effective Date/Availability of Funds:** If this Modification is completed, signed, notarized, and received by Countrywide Home Loans, Inc. within ten (10) calendar days after the date first written above, it will be effective ten (10) calendar days after the date first written above 3/9/2007. If not received within that time, the Modification is null and void. If I do not exercise my right under Federal law to rescind this transaction, the increase in the amount of funds available due to the modification of my credit limit will be accessible after midnight of the third business day following the Effective Date, unless that day is a Saturday, in which case, the funds will be available the next business day. For purposes of this section, "business day" means all calendar days except Sundays and legal public holidays specified in 5 U.S.C. 6103(a).

Initials

*[Handwritten initials]*

*[Handwritten initials]*

LOAN NUMBER 1594377

6. **Agreement to Correct Misstated Documents, Provide Additional Documentation, or Fees:** Borrower(s) agrees as follows: If any document is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the modification of the Loan, or is otherwise missing, upon request of the Lender, Borrower(s) will comply with Lender's written or oral request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, inaccurate or otherwise missing document(s). Borrower(s) agrees to deliver the documents within ten (10) days after receipt by Borrower(s) of a written or oral request for such replacement. Borrower(s) also agrees that at any time, upon request by Lender, including at the time of loan pay-off, Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the modification of the Loan, which for whatever reason was not collected at the time this modification was entered into ("Fees"). This agreement supplements any other similar agreement that was entered into by Borrower(s).
7. **Request by Lender:** Any request under Paragraph 6 of this agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the loan documentation shall be considered conclusive evidence of the necessity for the Documents.
8. **Failure to Deliver Documents can Constitute Default:** Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or Deed of Trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable.
9. **Modification Fee:** Borrower(s) agree to pay a fee of \$100.00 which Countrywide Home Loans, Inc. will charge to the credit line governed by the Home Equity Line of Credit Agreement and Disclosure Statement.

Initials

*[Handwritten initials]* *LTJ*

*[Handwritten initials]* *LTJ*

20070316000121270 4/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/16/2007 03:32:33PM FILED/CERT

LOAN NUMBER 1594377

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

**BORROWER(S)**

[Signature] 3/2/2007 [Signature] 3/2/07  
STEPHEN S JOHNSON Date LINDA T JOHNSON 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 ALA  
County of SHELBY  
On 2ND OF MARCH 07, before me, JAMES STEPHENS JR.  
Date Name of Notary Public  
personally appeared STEPHEN S JOHNSON & LINDA T JOHNSON is subscribed to  
Name(s) of Borrower(s)/Owner(s) Stephen S. Johnson & Linda T. Johnson

1 Personally known to me  
1 Proved to me on the basis of satisfactory evidence AL DL'S Linda T. Johnson  
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that husband-wife  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
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 \_\_\_\_\_  
Signature of Notary Public  
James Stephens Jr.

Notary Public, State of Alabama  
James Stephens Jr  
Alabama State At Large  
My Commission Expires January 25, 2010

MS 775

## EXHIBIT A

20070316000121270 5/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/16/2007 03:32:33PM FILED/CERT

### Parcel I:

Commence at the SW corner of SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Section 24, Township 21 South, Range 1 West; thence run East along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 18.70 feet; thence turn an angle of 88 degrees 05 minutes to the left and run a distance of 964.16 feet to the SE right-of-way line of Alabama State Highway 25; thence turn an angle of 28 degrees 15 minutes to the right along said right of way line a distance of 81.39 feet; thence turn an angle of 87 degrees 30 minutes to the right and run a distance of 190.00 feet to the point of beginning; thence continue in the same direction a distance of 60.00 feet; thence turn an angle of 87 degrees 30 minutes to the left and run a distance of 129.30 feet to the P.C. of a curve; thence continue in the same direction along said curve (whose Delta angle is 63 degrees 00 minutes to the right, Tangent distance is 34.68 feet, Radius is 56.59 feet, Length of arc is 62.22 feet) to the P.T. of said curve; thence turn an angle of 116 degrees 28 minutes to the left from Tangent of said curve and run a distance of 193.19 feet to the P.C. of a curve; thence run along said curve (whose Delta angle is 65 degrees 05 minutes to the left, Tangent distance is 20.00 feet, Radius is 31.34 feet, Length of arc is 35.60 feet) to the P.T. of said curve; thence continue in the same direction a distance of 95.15 feet to the P.C. of a curve; thence run along said curve (whose Delta angle is 61 degrees 30 minutes to the left, Tangent distance is 10.00 feet, Radius is 16.80 feet, Length of arc is 18.04 feet) to the P.T. of said curve and a point on the SE right of way line of Alabama State Highway 25; thence continue in the same direction along said right of way line a distance of 96.79 feet to the NE corner of the Malcolm Joiner lot, as recorded in Deed Book 256, Page 901, in the Judge of Probate Office in Columbiana, Alabama; thence turn an angle of 86 degrees 34 minutes to the left and run along the said Malcolm Joiner lot a distance of 200.17 feet; thence turn an angle of 86 degrees 34 minutes to the right and run along the said Malcolm Joiner lot a distance of 119.30 feet to the P.C. of a curve; thence run along said curve (whose Delta angle is 87 degrees 30 minutes to the right, Tangent distance is 10.00 feet, Radius is 10.46 feet, Length of arc is 15.97 feet) to said curve and the point of beginning. Situated in the SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.

### Parcel II:


Commence at the SW corner of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 24, Township 21 South, Range 1 West; thence run East along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 18.70 feet; thence turn an angle of 88 degrees 05 minutes to the left and run a distance of 964.16 feet to the SE right of way line of Alabama Highway No. 25; thence turn an angle of 28 degrees 15 minutes to the right and run along said right of way line a distance of 91.39 feet to the point of beginning; thence continue in the same direction along said right of way line a distance of 140.00 feet; thence turn an angle of 93 degrees 26 minutes to the right and run a distance of 200.17 feet; thence turn an angle of 86 degrees 34 minutes to the right and run a distance of 119.30 feet to the P.C. of a curve; thence run along said curve (whose Delta angle is 87 degrees to the right, Tangent distance is 10.00 feet, Radius is 10.46 feet) to the P.C.; thence continue in the same direction a distance of 180.00 feet to the P.C. of a curve; thence run along said curve (whose Delta angle is 92 degrees 30 minutes to the right, Tangent distance is 10.00 feet, Radius is 9.57 feet) to the P.T. of said curve and the point of beginning. Situated in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:** Commence at the SW corner of SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Section 24, Township 21 South, Range 1 West; thence run East along the Southline of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 18.70 feet; thence turn an angle of 88 degrees 05 minutes to the left and run a distance of 964.16 feet to the Southeast right of way line of Alabama State Highway #25; thence turn an angle of 28 degrees 15 minutes to the right and run along said right of way line a distance of 81.39 feet; thence turn an angle of 87 degrees 30 minutes to the right and run a distance of 17.62 feet to the point of beginning of the parcel of land herein conveyed; thence continue in the same direction for a distance of 232.38 feet; thence turn 87 degrees 30 minutes to the left and run 114.30 feet; thence turn 78 degrees 01 minute 30 seconds to the left and run 182.95 feet; thence turn 94 degrees 38 minutes to the left and run 30.80 feet; thence turn 30 degrees 57 minutes 30 seconds to the right and run 66.09 feet; thence turn 32 degrees 23 minutes to the left and run 80.40 feet to the point of beginning. Said parcel of land is lying in the SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Section 24, Township 21 South, Range 1 West.

**PARCEL ID #: 21-6-24-1-001-009.000**

*[Handwritten signature]* L T J

## Exhibit B

  
20070316000121270 6/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/16/2007 03:32:33PM FILED/CERT

The Maximum indebtedness secured by the Mortgage as modified by this Modification is the New Credit Limit of \$19,335.00

The New Credit Limit consists of the Original Credit Limit of \$24,350.00 minus -\$5,015.00 in additional indebtedness, all of which is secured by the Mortgage as modified.



**U37443542-01NP06**

MODIFIC AGREEMEN  
LOAN# T007-028669  
US Recordings