

This instrument was prepared by:

Ameriprise Bank, FSB

8201 Cypress Plaza Boulevard

Jacksonville FL 32256
3990000912

Parcel I.D. Number: 30-6-14-0-0-2.0

After recording, please return to:

Ameriprise Bank, FSB 8201 Cypress Plaza Boulevard Jacksonville FL 32256

[Space Above This Line For Recording Data]

4652912

MODIFICATION TO HOME EQUITY LINE OF CREDIT 1538463 AGREEMENT AND OPEN-END DEED OF TRUST/MORTGAGE UNMARRIED

THIS MODIFICATION AGREEMENT (this "Agreement"), dated February 28, 2007 is made between Ameriprise Bank, FSB (the "Bank") and James Kenneth Click (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).

- A. You have previously entered into a Home Equity Line of Credit Agreement (the "Line of Credit Agreement") with American Express Bank, FSB dated February 26, 2002 for \$35,001, which is secured by a Deed of Trust/Mortgage of the same date recorded as Instrument No.2001-13163 of the Shelby County Land Records (the "Security Instrument"), covering real property located at 954 South River Road, Shelby, Alabama 35143 (the "Property"), (collectively, the "Loan Documents"); and
- 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 February 28, 2007 (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 January 26, 2027.
- 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 10 year 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 sixty months (60).

B. MODIFICATION OF SECURITY INSTRUMENT. As of the Effective Date, the Security Instrument shall be modified to extend the Maturity Date from January 26, 2017 to January 26, 2027.

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 / Out / Se

Print Name:

Print Name:

BORROWER:

Print Name: James Kenneth Click

Print Name: James Kenneth Clied Date: 3-11-07

Drin (Name

Print (Name: Date:

20070611000272440 2/4 \$72.65 Shelby Cnty Judge of Probate, AL 06/11/2007 02:29:29PM FILED/CERT

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY/CITY OF SHELBY, TO WIT: day of MARCL, 20<u>07</u>, before me, the undersigned officer, personally appeared Thes 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. **Print Name: Notary Public** My commission expires: 6.9-07 LENDER: Ameriprise Bank, FSB Name: Ali M. Engle Title: Assistant Vice Prosident LENDER ACKNOWLEDGMENT _, COUNTY OF DUNIL STATE OF PIOYICA ___, 2007, before me, the undersigned officer, ____, who acknowledged himself/herself to be personally appeared Mantof Ameriprise Bank, FSB, a federal savings bank, and that TVCONXION authorized to do so, executed the he/she as such (1 🗓 foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as 1814/14/14/14/14/14/14 In witness whereof, I hereunto set my hand and official seal. x Allur JAMYE LEIGH VAUGHN Print Name: Notary Public - State of Florida

Notary Public

My commission expires on

My Commission Expires Aug 1, 2007

Commission # DD 237079

Bonded By National Notary Assn.

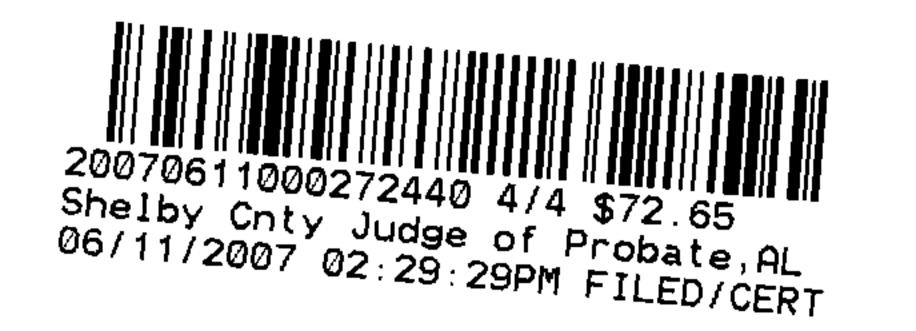


EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF AN UNNAMED GRAVEL ROAD AND BEING IN SECTION 14, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 30-6-14-0-000-002.001 JAMES KENNETH CLICK

954 SOUTH RIVER ROAD, SHELBY AL 35143 Loan Reference Number : 3990000912 First American Order No: 11538463

Identifier: FIRST AMERICAN LENDERS ADVANTAGE

TIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE

LENDERS ADVANTAGE

1100 SUPERIOR AVENUE, SUITE 200

CLEVELAND, OHIO 44114

ATTN: FT1120