

Prepared by: Natasha Cooper  
Record and return by mail to:  
Home Equity Service Center  
ATTN: Lori Butler - Mailstop DC  
4001 Leadenhall Road  
Mount Laurel, NJ 08054  
Loan No: 0030873038

AMENDMENT TO HOME EQUITY LINE AGREEMENT AND MORTGAGE

THIS AMENDMENT, is made by and between, Charles Schwab Bank, N. A. whose street address is 4001 Leadenhall Road, Mount Laurel, NJ 08054 ("Lender"), and John Bart Hodgens, & Edna Sealy Hodgens, ("Borrower"), who resides at 270 North River Drive, Shelby, AL 35143.  
*\* husband and wife, as tenants by the entirety*

WHEREAS, Lender established a home equity line of credit account (the "Account") and executed a Deed to Secure Debt and Assignment of Rents ("Mortgage") dated May 24, 2005 in the name of Borrower with a maximum line of credit available under the Account in the amount of \$30,000.00; and

WHEREAS, the Mortgage was recorded on June 14, 2005 as Instrument No.: 20050614000291370 in the official records of Shelby County, State of Alabama, which encumbers the property described therein; and whereas the said Mortgage was increased to an amount not to exceed \$60,000.00 by Amendment recorded on May 25, 2006 as Instrument No.: 20060525000249720 in the official records of said county; and

WHEREAS, Borrower has now requested that Lender to increase the maximum line of credit available under the Account to \$90,000.00; and

WHEREAS, in order for Lender to increase the maximum line of credit available under the Account to such amount Lender requires that the Annual Percentage Rate under the terms of the "Agreement" be amended; and

WHEREAS, in order to obtain the increased line of credit, Borrower has agreed to accept the amended Annual Percentage Rate;

NOW THEREFORE, for and consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Agreement and the Mortgage are hereby amended to reflect that the maximum line of credit available under the Account and the maximum principal amount secured by the Mortgage is now \$90,000.00.

2. The Section of the Agreement entitled "PERIODIC RATES" is hereby amended to read as follows:

Loan No: 0030873038

20071031000503270 2/4 \$66.00  
Shelby Cnty Judge of Probate, AL  
10/31/2007 10:54:11AM FILED/CERT

**Periodic Rates on the Revolving Balance.** The current daily periodic rate used to figure the interest FINANCE CHARGE on the Revolving Balance is .0205%. The corresponding ANNUAL PERCENTAGE RATE is 7.50%. The ANNUAL PERCENTAGE RATE and the daily periodic rate may change daily as indicated below. The ANNUAL PERCENTAGE RATE includes only interest and no other charges.

The ANNUAL PERCENTAGE RATE is variable and is equal to the highest Prime Rate (U.S.) listed in the "Money Rates" section of *The Wall Street Journal* for that day minus a margin of 0.25%. If *The Wall Street Journal* does not publish a Prime Rate for that day, we will use the highest Prime Rate listed in the "Money Rates" section of *The Wall Street Journal* on the last date the Prime Rate was published.

If *The Wall Street Journal* fails to publish a Prime Rate for 4 consecutive days, Lender may use a substitute index, to be determined at that time, that has a historical movement substantially similar to the prime rate published in *The Wall Street Journal* and that would result in an Annual Percentage Rate substantially similar to a rate based on the Prime Rate published in *The Wall Street Journal*.

If that highest Prime Rate (U.S.) changes, your ANNUAL PERCENTAGE RATE will change. The ANNUAL PERCENTAGE RATE and the daily periodic rate that applies to your Account may change daily. If the rate increases, your Interest Finance Charge and minimum payment may increase.

Except as specifically modified herein, the Agreement is hereby ratified and confirmed in all respects and remain in full force and effect.

12 IN WITNESS WHEREOF, Lender and Mortgagor have executed this Amendment as of the  
day of Oct. 2007.

Charles Schwab Bank, N. A. by  
PHH Mortgage Corporation, Authorized Agent

By: [Signature]  
Sergio Gargureyich, Vice President

Attest: [Signature]  
Kimberly DiLeo, Assistant Vice President

[Signature]  
John Bart Hodgens

[Signature]  
Edna Sealy Hodgens



STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

On October 9, 2007, before me, NATASHA A. MOSS, a Notary Public in and for said state, personally appeared SERGIO GARGUREVICH & KIMBERLY DILEO, Vice President & Assistant Vice President, respectively, of the Corporation that executed the within instrument, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that by their signatures on the instrument the corporation upon behalf of which they acted executed the instrument, and that the instrument is the free act and deed of the corporation.

WITNESS my hand and official seal.

Notary's Signature: Natasha A. Moss  
Name: Natasha A. Moss  
Notary Public, State of New Jersey  
Commission No.: 2315009  
My Commission Expires: May 13, 2009

Natasha A. Moss  
NOTARY - NEW JERSEY  
ID #2315009  
My Commission Expires 5/13/09

STATE OF AL  
COUNTY OF Jefferson

On Oct. 12 2007 before me, Jannis P. Reeves, a Notary Public in and for said county, personally appeared JOHN BART HODGENS & EDNA SEALY HODGENS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that 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.

Notary's Signature: Jannis P. Reeves  
Name: Jannis P. Reeves  
Notary Public, State of Alabama  
Commission No.: NA  
My Commission Expires: 4-2-2008



20071031000503270 4/4 \$66.00  
Shelby Cnty Judge of Probate, AL  
10/31/2007 10:54:11AM FILED/CERT

4. The land referred to in this Commitment is as described as follows:

County: SHELBY

Property Address: 270 North River Drive  
SHELBY, AL 35143

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**THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY  
OF SHELBY, STATE OF ALABAMA, TO-WIT:**

**LOT 4 & 5, IN SHELBY SHORES, FIRST ADDITION, ACCORDING TO THE MAP OF  
SAID SHELBY SHORES FIRST ADDITION RECORDED IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA, IN MAP BOOK 5, PAGE 29, SITUATED IN SHELBY  
COUNTY, ALABAMA**