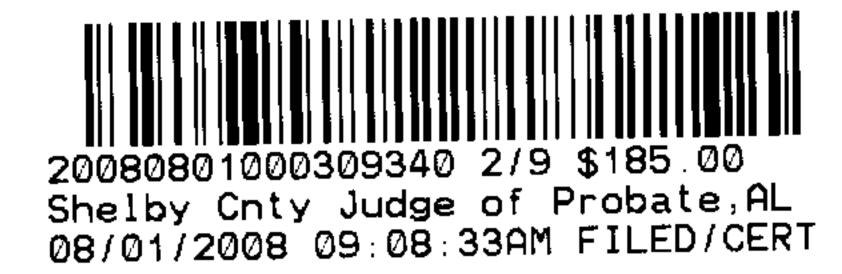
This instrument was prepared by:		
Elizabeth Montanez, Loan Closer	(nan	Record and Return To:
USAA FEDERAL SAVINGS BANK	CONNOR, ANGELA M	Fisery Lending Solutions P.O. BOX 2590
10750 McDERMOTT FREEWAY		Chicago, IL 60690
SAN ANTONIO, TX 78288-0558	(address)	
State of Alabama	——Space Above This L	ine For Recording Data———————————————————————————————————
AGREEMENT TO	MODIFY MORT	GAGE
This Agreement to Modify Mortga Agreement") is made effective as of Date") between:	ge ("Agreement" or "Ma July 17, 2008	odification" or "Modification (the "Effective
Angela M. Connor, Individually and as Trustee the CONNOR LIVING TRUST DATED JANUAR' BIRMINGHAM, AL 35242	and Michael F. Connor, Inc Y 28, 2000; whose addres	dividually and as Trustee of s is: 5401 WOODFORD DR,
☐ If checked, refer to the attached Addernation their signatures and acknowledgments. the address of each of whom is as stated.	in the Credit Agreement	t and/or Security Instrument,
defined below ("Mortgagor," whether one address is 10750 McDermott Freeway "Lender"), modifies, amends, and suppler dated November 08, 2006 and record	, San Antonio, Texas nents (1) the Mortgage,	, 78288 ("USAA FSB" or the "Security Instrument")
and (2) the Home Equity Line of Credit Ag Disclosure bearing the same date as an Agreement"), said Security Instrument co the Security Instrument and defined there mortgage loan made by USAA FSB to Bo "Loan"), the real property described in sa attached hereto and made a part hereof.	d secured by the Secu overing the real and pe ein as the Real Property orrower(s) as identified i	rity Instrument (the "Credit rsonal property described in or Property, evidencing the n the Credit Agreement (the
In consideration of the mutual pro and valuable consideration, the receipt ar		

is hereby agreed by and among the parties as follows:



1. The curred July	ent outstanding principal balance of the Credit Agreement as of [date] 16, 2008 is \$ 74,839.40 .
Instrume altering modifica Therefor	or has requested that certain terms of the Credit Agreement and Security of the modified. Lender has agreed to make certain modifications and by and amending Mortgagor's account and account records to reflect the tions contained in this Agreement, evidences its agreement to them. e, the following paragraphs of the Credit Agreement are amended as [An "X" is placed before the following provisions that apply]
X Agreeme	a. Change of Credit Limit. Beginning with the Effective Date of this ent, the Credit Limit in the Credit Agreement is modified to be as follows:
	ROM the previous Credit Limit of \$ 125,000.00 (the "Previous mit")
Credit Li Credit Li	TO the new Credit Limit of \$225,000.00 (the "New
and condecrease Credit A	c. Change of Rate. Beginning with the Effective Date of this Agreement tinuing for the remaining term of the Credit Agreement unless increased or ed in accordance with the movement of the Index, as explained in the greement, the periodic rate and the Annual Percentage Rate and the Margin ified to be as follows:
	Periodic Rate: % ANNUAL PERCENTAGE RATE: % The number of percentage points (also called the Margin) added to the Prime Rate as published in the Wall Street Journal (or the Wall Street Journal Prime Rate) to obtain the annual percentage rate: %.
this Ag Principa	c. Change of Minimum Payment Amount. (1) For Interest-Only Payment Option. Beginning with the Effective Date of reement, the provisions governing the Minimum Payment Amount and Reduction or Balloon Payment and, if applicable, the Regular Payment, are to be as follows:
Payment the Billin Regular Agreement	If the Credit Agreement refers to a "Regular Payment," then the Regular to will be equal to the amount of accrued finance charges on the last day of a Cycle and the Minimum Payment under that Credit Agreement will be the Payment plus any amount past due and all other charges. If the Credit ent refers only to a Minimum Payment and does not refer to a Regular to the the amount of the Minimum Payment under that Credit Agreement all the amount of accrued finance charges on the last day of the Billing

Under this Interest Only Payment Option, the minimum payment will not repay any

of the principal balance outstanding on the Loan Account Balance (the account

balance). Borrower will be required to pay the entire outstanding balance in a single

payment. At that time, Lender may, but is not obligated to, refinance this Line of

Credit (or Credit Line). If Lender does refinance this Line of Credit (or Credit Line) at maturity, Borrower may be required to pay some or all of the closing costs normally associated with a new loan.

(2) <u>For Percentage of Outstanding Balance Payment Option.</u> Beginning with the Effective Date of this Agreement, the provisions governing the Minimum Payment Amount and Principal Reduction or Balloon Payment and, if applicable, the Regular Payment, are modified to be as follows:

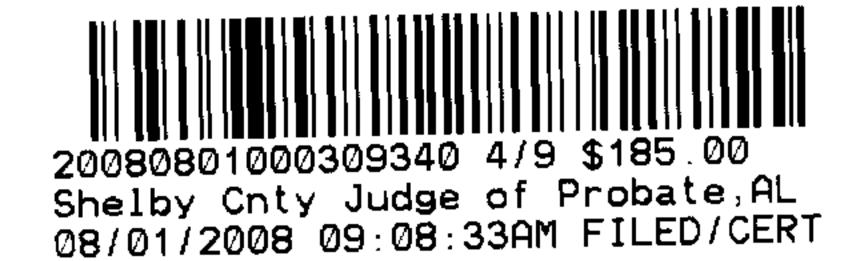
If the Credit Agreement refers to a "Regular Payment," then the Regular Payment will be equal to 1.5 percent of the Loan Account Balance (or the outstanding balance) on the last day of the Billing Cycle or \$100.00, whichever is greater, and the Minimum Payment under that Credit Agreement will be the Regular Payment plus any amount past due and all other charges. If the Credit Agreement refers only to a Minimum Payment and does not refer to a Regular Payment, then the amount of the Minimum Payment under that Credit Agreement will be equal to 1.5 percent of the Loan Account Balance (or the outstanding balance) on the last day of the Billing Cycle or \$100.00, whichever is greater.

Under this Percentage of Outstanding Balance Payment Option, the minimum payments may not be sufficient to repay the principal that is outstanding on the line. If they are not, Borrower will be required to pay the entire outstanding balance in a single payment. At that time, Lender may, but is not obligated to, refinance this Line of Credit (or Credit Line). If Lender does refinance this Line of Credit (or Credit Line) at maturity, Borrower may be required to pay some or all of the closing costs normally associated with a new loan.

 d.	Change	of	Term.	Beginning	with	the	Effective	Date	of th	nis /	Agreem	ent,
	-			naturity or								

Maturity	or	Maturity	Date:
----------	----	----------	-------

- 3. Except as otherwise expressly modified hereby, all terms and provisions of the Credit Agreement and Security Instrument are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms as hereby modified. To the extent of any conflict between the Credit Agreement and Security Instrument, on the one hand, and this Agreement, on the other hand, this Agreement shall control. Mortgagor represents and warrants that as of the effective date of this Agreement no default exists in the Credit Agreement or Security Instrument.
- 4. Mortgagor hereby agrees to observe, comply with and perform all of the obligations, terms and conditions under or in connection with the Credit Agreement and Security Instrument as previously executed by Mortgagor, as modified hereby. Mortgagor hereby reaffirms to USAA FSB each of the representations, warranties, covenants, and agreements contained in the Credit Agreement, Security Instrument, or any or all other documents executed by Mortgagor in connection with the Loan, with the same force and effect as if each were separately stated



herein. This Agreement is not intended to be a satisfaction and replacement of the existing obligation, but rather a modification, amendment, and supplement of the existing obligation.

- 5. Mortgagor hereby acknowledges and agrees that the liens and security interests of the Security Instrument and any other documents and instruments executed in connection with the Loan evidenced by the Credit Agreement (the "Home Equity Liens") are valid and subsisting liens and security interests and are superior to all other liens and security interests against the Real Property or Property and any other collateral to which they attach, with the sole exception of the indebtedness secured by encumbrances of record on the date of the Security Instrument and of which Mortgagor made Lender aware prior to closing of the Loan (if any and if such indebtedness is still unsatisfied), and those Home Equity Liens are hereby renewed and extended and carried forward in full force and effect.
- 6. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.
- 7. In the event the enforceability or validity of any portion of this Agreement, the Credit Agreement, the Security Instrument, or any other documents executed in connection with the Loan, all as modified hereby, is challenged or questioned, such provision shall be construed in accordance with and shall be governed by whichever applicable federal or state law would uphold or would enforce such challenged or questioned provision.
- 8. THIS AGREEMENT AND ALL OF THE LOAN DOCUMENTS, AS HERETOFORE OR HEREIN MODIFIED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
- 9. In the event the term, "Mortgagor," represents more than one person, then the terms of this Modification Agreement are undertaken by each and every person, and all duties under this Modification Agreement are joint and several. All references to the singular include the plural; all references to the masculine include the feminine.

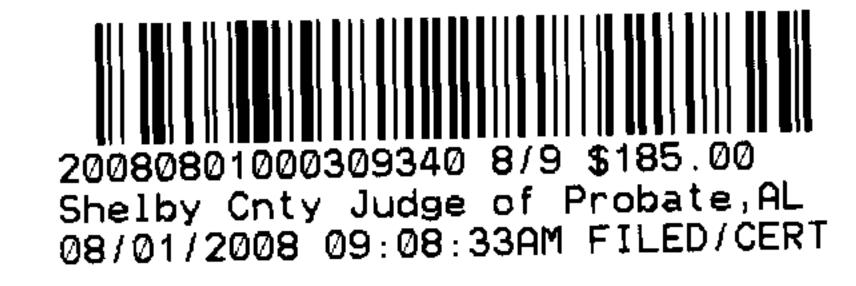
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth in the acknowledgments below, the last date of said acknowledgments to constitute the "Execution Date" of this Modification, this Modification to be effective as of the Effective Date identified above.

MORTGAGO	R:	MORTGAGOR:	
ANGELA M. COI Trustee	Man 1/8/08 NNOR, Individually and as (Date)	MICHAEL F. CONNOR, Individually and as Trustee	7//6/4) (Date)
Witness) (Witness) Colombia		(Witness) (Co-Inerine Carty MORTGAGOR:	
	(Date)	X	(Date)
(Witness)		(Witness)	
	DGMENT: ATE OF ALABAMA a notary public, hereby certify that	COUNTY OF Shelly Jons	} ss.
AN wh to the be	nose name(s) is/are signed to the me, acknowledged before me on the conveyance, he/she/they executars date. Given under my hand the commission expires:	foregoing conveyance, and who is/archis day that, being informed of the cored the same voluntarily on the day in the day	ntents of
	(Seal)	Anitris 2. January Public) Aprile B. Anted Name: Aprile 15 B.	Jay OR
		NOTARY PUBLIC STATE OF ALABAMA AT LA MY COMMISSION EXPIRES: Jan 30, 2 BONDED THRU NOTARY PUBLIC UNDERWRI	V

	STATE OF ALABAMA, COUNTY OF Skelly ss.
(Individual)	I, a notary public, hereby certify that
	whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this day of
	My commission expires: X Multiple And And (Seal)
	NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Jan 30, 2011 BONDED THRU NOTARY PUBLIC UNDERWRITERS
(Individual)	STATE OF ALABAMA, COUNTY OF } ss. I, a notary public, hereby certify that
	whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this day of, 20
	My commission expires:(Seal)
	(Notary Public)
	Printed Name:

	STATE OF ALABAMA COUNTY OF ALABAMA SS.
(Individual)	I, a notary public, hereby certify that Lingela M. Grues
	and Michael F. Connor
	whose name(s) is/are signed to the foregoing conveyance, and who is/are known
	to me, acknowledged before me on this day that, being informed of the contents of
	the conveyance, he/she/they executed the same voluntarily on the day the same
	bears date. Given under my hand this/876day of
	July . 2008.
	My commission expires: 30,20//
	(Seal)
	Mymmum / July my
	(Notary Public)
	Printed Name: TRNITRIS D. IOU/OV
	/
	NOTARY PUBLIC STATE OF ALABAMA AT LARGE
	MY COMMISSION EXPIRES: Jan 30, 2011

BONDED THRU NOTARY PUBLIC UNDERWRITERS



SCHEDULE A

THAT CERTAIN PIECE OR PARCEL OF LAND, AND THE BUILDINGS A	١NE
IMPROVEMENTS THEREON, KNOWN AS	
5401 WOODFORD DR	
IN THE TOWN OF BIRMINGHAM	
COUNTY OF SHELBY	
AND STATE OF ALABAMA	

20080801000309340 9/9 \$185.00 Shelby Cnty Judge of Probate, AL 08/01/2008 09:08:33AM FILED/CERT

FileNo: I197FCP9

Schedule A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 22, BLOCK 8, ACCORDING TO THE AMENDED MAP OF WOODFORD, AS RECORDED IN MAP BOOK 8, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

APN #: 101020005043000

3 4 1 P