

This instrument was prepared by:

Ameriprise Bank, FSB *Troy O'Brien*
8201 Cypress Plaza Boulevard
Jacksonville FL 32256
3990005032

Parcel I.D. Number: 138341005037000

~~After recording, please return to:~~

Ameriprise Bank, FSB
8201 Cypress Plaza Boulevard
Jacksonville FL 32256

[Space Above This Line For Recording Data]

5593130

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

38224690

THIS MODIFICATION AGREEMENT (this "Agreement"), dated July 25, 2008, is made between Ameriprise Bank, FSB (the "Bank") and Larry A. Carby and Diana J. Carby (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 October 29, 2003 for \$50,000, which is secured by a Deed of Trust/Mortgage of the same date recorded as Instrument No.20031117000756400 of the Shelby County Land Records (the "Security Instrument"), covering real property located at 1412 Colonial Way, Alabaster, Alabama 35007 (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 July 25, 2008 (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 September 29, 2028.

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 September 29, 2018 to September 29, 2028.

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 Michelle Mallard
(Signature)

Print Name: Michelle Mallard

X Chris A. Carby
(Signature)

Print Name: Chris A. Carby

BORROWER:

X Larry A. Carby
(Signature)

Larry A. Carby

Date: 8-8-08

X Diana J. Carby
(Signature)

Diana J. Carby

Date: 8-08-08

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY/CITY OF SHELBY, TO WIT:

On this, the 8 day of August, 2008, before me, the undersigned officer, personally appeared Larry A. and Diana J. Carby known 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.

X Rolanda Copeland
(Signature)
Print Name: Rolanda Copeland
Notary Public

My commission expires: April 11, 2009

LENDER:

Ameriprise Bank, FSB

By: Ali M. Engle
Name: Ali M. Engle
Title: Assistant Vice President
Date: 8/19/08

Rolanda Copeland
Notary Public Alabama State At Large
My Commission Expires April 11, 2009

LENDER ACKNOWLEDGMENT

STATE OF Florida, COUNTY OF Duval, to wit:

On this, the 19th day of August, 2008, before me, the undersigned officer, personally appeared Ali M. Engle, who acknowledged himself/herself to be a AVP of Ameriprise Bank, FSB, a federal savings bank, and that he/she as such AVP, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as AVP.

In witness whereof, I hereunto set my hand and official seal.



JANE R. BURLEY
MY COMMISSION # DD 447760
EXPIRES: August 21, 2009
Bonded Thru Budget Notary Services

X Jane R. Burley
Print Name: Jane R. Burley
Notary Public

My commission expires on 8/19/08

20081103000424760 4/4 \$95.00
Shelby Cnty Judge of Probate, AL
11/03/2008 10:28:38AM FILED/CERT

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 37, ACCORDING TO THE SURVEY OF NAVAJO HILLS, NINTH
SECTOR, AS RECORDED IN MAP BOOK 10, PAGE 84 A AND B IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN
SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO LARRY A. CARBY
AND DIANA J. CARBY FROM GREGORY A. GASTON AND WIFE, JUDY L.
GASTON BY DEED DATED 07/16/90 AND RECORDED 07/27/90 IN BOOK
302, PAGE 446 IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 138341005037000
LARRY A. CARBY AND DIANA J. CARBY, FOR AND DURING
THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF
THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE

1412 COLONIAL WAY, ALABASTER AL 35007
Loan Reference Number : 3990005032
First American Order No: 38224690
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



CARBY
38224690

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FIRST AMERICAN ELS
MODIFICATION AGREEMENT

