

RECORDING REQUESTED BY Laurie Johnston


WHEN RECORDED MAIL TO

CLC Consumer Services Co.

2730 Liberty Avenue, M.S. P5-PCLC-01-E

Pittsburgh, PA 15222

Customer Name: David J. Carter and Kasey M. Carter


20130307000094780 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
03/07/2013 11:05:16 AM FILED/CERT

MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this **December 27, 2012** by **MERS, Inc., as nominee for E-Loan, Inc., a Delaware Corporation, assigned to E*Trade Bank ("Lender") and David J. Carter and Kasey M. Carter ("Borrower")** previously executed a revolving Credit Agreement ("Credit Agreement") dated **March 17, 2005** with a credit limit in the amount of **\$ 40,000.00**. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust of Mortgage ("Security Agreement") dated **March 17, 2005**, for the use and benefit of Lender, which was recorded on **April 20, 2005**, as Instrument no. **20050420000188050**, assignment dated **December 27, 2012**, recorded on 1-10-2013, as Instrument no. 20130110000014190 of the Office of Records of **Shelby county, state of Alabama**.

For Good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above reference Credit Agreement from **\$40,000.00 to \$14,802.00**.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past due default or rights under the Credit Agreement, Security Agreement, or any other Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement, and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agreement or Security Agreement in any of the Documents refer to Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay cost and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

Agreement is effective as of the date first written above.

E*Trade Bank

BY: Laurie Johnston
Name: Laurie Johnston
Title: Assistant Vice President

David J. Carter
David J. Carter
Kasey M. Carter
Kasey M. Carter

WITNESS:

Megan Dillard
Print Name: Megan Dillard

WITNESS:

Sarah Ingalls
Print Name: Sarah Ingalls

STATE OF: Alabama) SS
COUNTY OF: Lee)

On December 11, 2012 before me Sara Dillard the undersigned, a Notary Public in and for said state personally appeared, **David J. Carter and Kasey M. Carter**, 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 instruments and acknowledge 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 STAMP OR SEAL

[Signature]
Notary Public in and for said County and State

Exp 10-30-2013

Commonwealth of Pennsylvania) SS
County of Allegheny)

On **December 27, 2012**, before me, Karla Lokar, the undersigned, a Notary Public in and for said state personally appeared, **Laurie Johnston**, of **E*Trade Bank**, Authorized Signer, 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 acknowledge 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 instruments."

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

[Signature]
Notary Public in and for said County and State

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karla Lokar, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires March 18, 2013
Member, Pennsylvania Association of Notaries