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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: MM
DEPUTY RECORDER
1787 PE6-4351

TSTTI
JPMORGAN CHASE BANK
710 KANSAS LN
MONROE LA 71203

DOCKET: 13493
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MAIL
AMOUNT PAID $ 10.00

Monroe, LA 71203

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Loan Number: 416010457615

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated February 03, 2009 is made and executed between Nancy L Guthrie whose address is 5820 N CAMINO ESCAL, TUCSON, AZ, 85718 ("Borrower") and JPMorgan Chase Bank, N.A.

RECITALS

WHEREAS, you have entered into a Home Equity Line of Credit Agreement and Disclosure Statement (the "Line of Credit Agreement") with us dated December 21, 2001, which is secured by a Mortgage of the same date recorded at Document , Book /Docket 11715, Page 4276 of the PIMA County Register of Deeds ("Security Instrument"), covering real property located at 5820 N CAMINO ESCAL, TUCSON, AZ, 85718, (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents"); and.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us that the Line of Credit Agreement and the Security Instrument will be modified as follows:

AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of February 03, 2009, (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to $25,000.00.

MODIFICATION OF SECURITY INSTRUMENT

As of the Effective Date, the Security Instrument is modified to decrease the principal sum that may be secured from $150,000.00 to $25,000.00. Except as to the decrease in the principal sum secured, this Agreement shall not affect our security interest in, or lien priority on, the Property.

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MODIFICATION AGREEMENT

Loan No: 416010457615 **(Continued)**

INDIVIDUAL ACKNOWLEDGEMENTS

STATE OF ARIZONA)
) ss.:
COUNTY OF PIMA)

On this day before me, the undersigned Notary Public, personally appeared Nancy L Guthrie, to me know to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th **day of** February, **20**09.

By________________(Seal)

Notary Public in and for the State of Areta Finch

My Commission expires

OFFICIAL SEAL
ARETA FINCH
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. Feb. 10, 2010

LENDER ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.:
COUNTY OF MARICOPA)

On this 03rd day of February, 2009, before me, the undersigned Notary Public, personally appeared Michael Samuels, Vice President, known to me to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By________________(Seal)

Notary Public in and for the State of ARIZONA.

OFFICIAL SEAL
OSCAR PERALES
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Nov. 21, 2009

My commission expires________________

13493 02252

MODIFICATION AGREEMENT

Loan No: 416010457615 **(Continued)**

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in PIMA County, State of ARIZONA:

SEE ATTACHED EXHIBIT A

The Real Property or its address is commonly known as 5820 N CAMINO ESCAL, TUCSON, AZ, 85718.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of the Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons singing below acknowledge that this Modification is given conditionally, based on the representation to the Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be release by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

IDENTITY OF LENDER. The original Equity Line Agreement was entered into by and between Borrower and one of the following lenders: Bank One, N.A. or JPMorgan Chase Bank, N.A. On November 13, 2004, Bank One, N.A. merged into JPMorgan Chase Bank, N.A., and all equity line agreements held by Bank One, N.A. were assigned to JPMorgan Chase Bank, N.A. As a result, this Modification Agreement is now being entered into between Borrower and JPMorgan Chase Bank, N.A., either (A) because JPMorgan Chase Bank, N.A. was the original lender, or (B) because JPMorgan Chase Bank, N.A. has acquired Borrower's Equity Line Agreement from Bank One, N.A.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED FEBRUARY 03, 2009.

BORROWER(S):	LENDER:
Nancy L Guthrie ______ (Seal)	Michael Samuel ______
Nancy L Guthrie	Print Name: Michael Samuels, Vice President
______ (Seal)	