

Tax Parcel No. 23-5-16-0-001-019.084

After Recording please return to:

Wells Fargo Bank, N.A.

Attn: Document Mgt.

P.O. Box 31557

MAC B6908-012

Billings, MT 59107-9900

Prepared By:

Wells Fargo Bank, N.A.

CRAIG SCHIPPER

DOCUMENT PREPARATION

6775 VISTA DRIVE

WEST DES MOINES, IOWA 50266

866-861-8322

20061117000563340 1/5 \$38.00
Shelby Cnty Judge of Probate, AL
11/17/2006 10:11:16AM FILED/CERT

20070108000010910 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
01/08/2007 04:03:51PM FILED/CERT

State of Alabama {Space Above This Line For Recording Data}

Account number: 650-650-4979435-1998

Reference number: 20062787100280

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

Re-recording to correct
the recital information.

This Modification Agreement (this "Agreement") is made this **12TH DAY OF OCTOBER, 2006**, between **Wells Fargo Bank, N.A.** (the "Lender") and **WAYNE L. LITRELL AND LYNETTE S. LITRELL, HUSBAND AND WIFE,** **AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP**

(individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **August 20, 2004**, which is secured by a mortgage dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll ~~16430~~ at page(s) N/A of the County of **SHELBY** County, State of **ALABAMA** as document No. ~~200409200005~~ (the "Security Instrument"), in connection with filing of which, a mortgage registry tax was paid to the Treasurer of said County in the amount of \$ 15.00 on , and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number _____, and covering real property located at

400 LANE PARK TRAIL, MAYLENE, ALABAMA 35114

(the "Property") and described as follows: * 20040920000516430

LOT 530, ACCORDING TO THE SURVEY OF GRANDE VIEW ESTATES, GIVIANPOUR ADDITION TO ALABAMA, 5TH ADDITION, AS RECORDED IN MAP BOOK 21, PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.





The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$40,000.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

Mortgage Registration Tax	\$15.00
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*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Trustor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a “co-trustor/co-mortgagor”), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor’s obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor’s consent.

The Borrower and the Lender have executed this Agreement as of the day and year first above written.



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Borrower **WAYNE L LITRELL**


Borrower **LYNETTE S LITRELL**

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower


Wells Fargo Bank, N.A.

By: 

Its: 

{ Acknowledgments on Following Pages }




20070108000010910 3/5 \$24.00
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State of Iowa

20061117000563340 4/5 \$38.00
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County of Dallas

On October 24, 2006 before me, Vanessa Stevens/ Notary Public (here insert name and title of the officer), personally appeared Penny Tebben, Assistant Vice President, Wells Fargo Bank N.A.,

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.

Signature Vanessa Stevens (Seal)

Vanessa Stevens

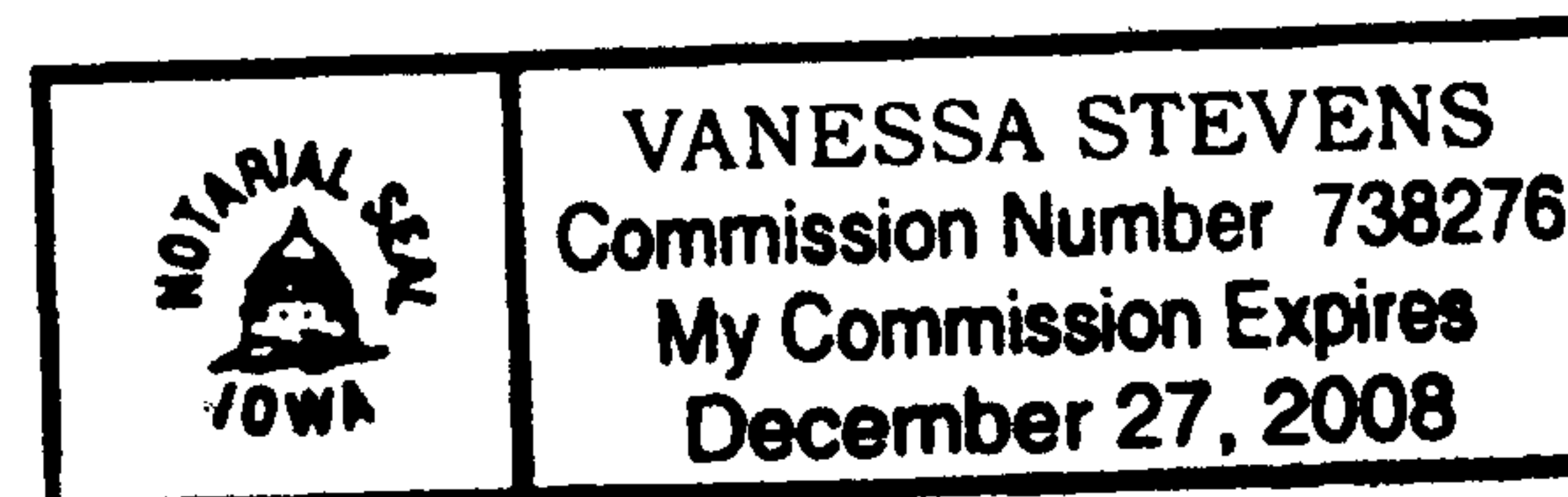
Notary Public

My Commission Expires : 12/27/2008

Notary Acting in Dallas County, Iowa

Notary Public for the state of Iowa, residing in the city of West Des Moines

Notary Address: 229 4th St West Des Moines, IA 50265



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FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

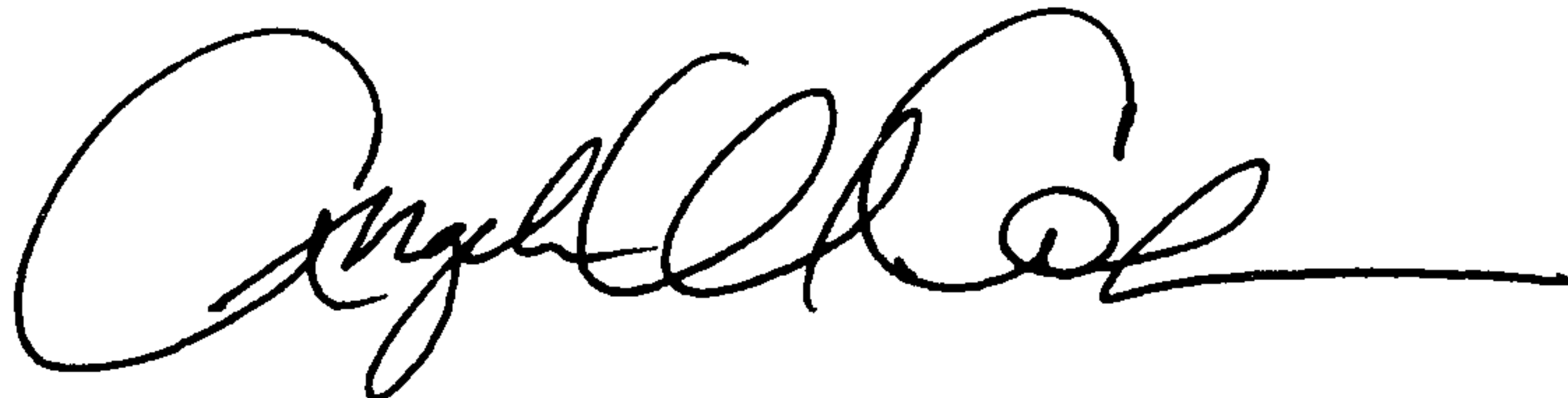
ACKNOWLEDGMENT FOR INDIVIDUAL

The State of Alabama}

SHELBY County}

I Angela M. Cole hereby certify that Wayne L. Littlell
and Lynette S. Littlell

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 10th day of October, A. D. 2006.



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 10, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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