

WELLS
FARGO

Amendment to Deed of Trust HEALOC

Prepared By:

Bobbi L Shaw

Wells Fargo Home Equity
4455 ArrowsWest Drive
Colorado Springs, CO 80907

APN: Tax ID 039300002001156

Account No: 654 1729667

Collateral Address:

4030 Sommerset Ridge, Birmingham AL 35242

This Amendment to Deed of Trust ("Amendment") is made as of this 17TH day of Junly, 2002 by and between Wells Fargo Bank, N.A., having its office at 4455 ArrowsWest Drive, Colorado Springs CO 80907 (the "Lender"), and James L Rowland III, A Married Man (whether one or more, the "mortgagor"), Wells Fargo Financial National Bank c/o Specialize Service 401 West 24th Street National City, CA 91950

Recitals

- A. *The Lender is the holder of the Home Equity Access Line Agreement of:*
- ☐ *The Mortgagor (also referred to as the "Borrower"),*
 - ☐ *James L Rowland III (referred to as the "Borrower"),*
which is April 1st, 2002, under which the Lender has extended to the Borrower a revolving line of credit (such Home Equity Access Line Agreement, together with any modifications to it made prior to the date of this Amendment, referred to as the "Note"). The credit limit for the revolving line of credit evidenced by the Note currently is \$144,200.00.
- B. *To secure payment of the amounts outstanding under the Note, the Mortgagor has given a mortgage or deed of trust to the Lender dated April 1st, 2002, (such mortgage or deed of trust, together with any modifications to it made prior to the date of this Amendment, referred to as the "Mortgage"), covering and placing a lien upon the real property more particularly described in the Mortgage. The Mortgage was originally filed for record on April 1st, 2002, in the office of the REGISTRAR of Shelby county as Document No. 2002-18293 in Book/Roll _____ Page/Image _____.*
- C. *In connection with the original filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of such county in the amount of \$ N/A on N/A, N/A, and that Treasurer placed his/her stamp on the Mortgage, such stamp bearing number N/A.*
- D. *The Mortgagor acknowledges that the Mortgage is valid and enforceable and represents the Mortgagor's legal and binding obligations, free and clear of any claim, defense or offset.*
- E. *The Mortgagor and the Bank now desire to amend the Mortgage to reflect certain changes to the Borrower's revolving line of credit with the Bank that is secured by the Mortgage.*
- F. **SEE ATTACHED EXHIBIT A**
TAX ID# 039300002001156

BWS

Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this Agreement agree as follows:

- ☐ **HEALOC Modification Agreement.** The Borrower has executed and delivered to the Bank a HEALOC Modification Agreement dated 7/17/2002 (the "Modification"), which modifies the Note as follows:
- ☐ **Change in Credit Limit.** The Borrower's maximum credit limit under the revolving line of credit is changed to a maximum principal amount of \$149,200.00.
- ☐ **Extension of Maturity Date.** The revolving line of credit will terminate and the entire unpaid principal balance outstanding on the Note, together with any unpaid finance charges and other charges, will be due and payable in full on 4/20/2012. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Note, or if modified by the HEALOC Modification Agreement, as disclosed in the HEALOC Modification Agreement
- ☐ **Increased Rate of Finance Charge.** The daily periodic rate is now equal to 1/365 of + 1.000 % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Note (if previously modified, as so modified), which is:
 - ☐ the highest prime rate published in the Wall Street Journal "Money Rates" table.
 - ☐ The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).
- ☐ Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Note as it is now amended by the Modification, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the modified Note.
- ☐ **New Home Equity Access Line Agreement.** The Note matured on N/A, N/A, and the Mortgagor and Lender now desire to amend the Mortgage to reflect the execution and delivery by the Borrower to the Lender of a renewal and replacement Home Equity Access Line Agreement, dated N/A, N/A, (the "Renewal Note"), which now evidences the Borrower's revolving line of credit described in the recitals above. The Renewal Note is issued in renewal and replacement of (and **not** in repayment of) the Note.

The references in the Mortgage to the principal amount (credit limit), maturity date, and rate of finance charge in the Note are hereby amended to the extent necessary to reflect the principal amount (credit limit), maturity date, and rate of finance charge in the Renewal Note. The Renewal Note is in the principal amount of \$ N/A (the credit limit), it matures on N/A, and it bears a daily periodic rate of finance charge equal to 1/365 of N/A % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Renewal Note, which is:

- ☐ the highest prime rate published in the Wall Street Journal "Money Rates" table.
- ☐ The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).
- ☐ N/A

Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Renewal Note, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the Renewal Note.

The following terms and conditions apply regardless of which boxes are checked above:

All original terms and conditions of the Mortgage (including any previous modifications) remain in full force and effect, except as modified by this Amendment, and the Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Mortgage at the time and in the manner therein provided.

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

IN WITNESS WHEREOF, the Mortgagor and Lender have executed this Amendment as of the day and year first above written.

Wells Fargo Bank West, N.A.

By: _____

JILL FOWLER

Its: _____

OFFICER

James L Rowland, III
JAMES L ROWLAND, III
Loures C Rowland
LOURDES C ROWLAND

Witness

Print Name

Witness

Print Name

STATE OF COLORADO)

) ss.

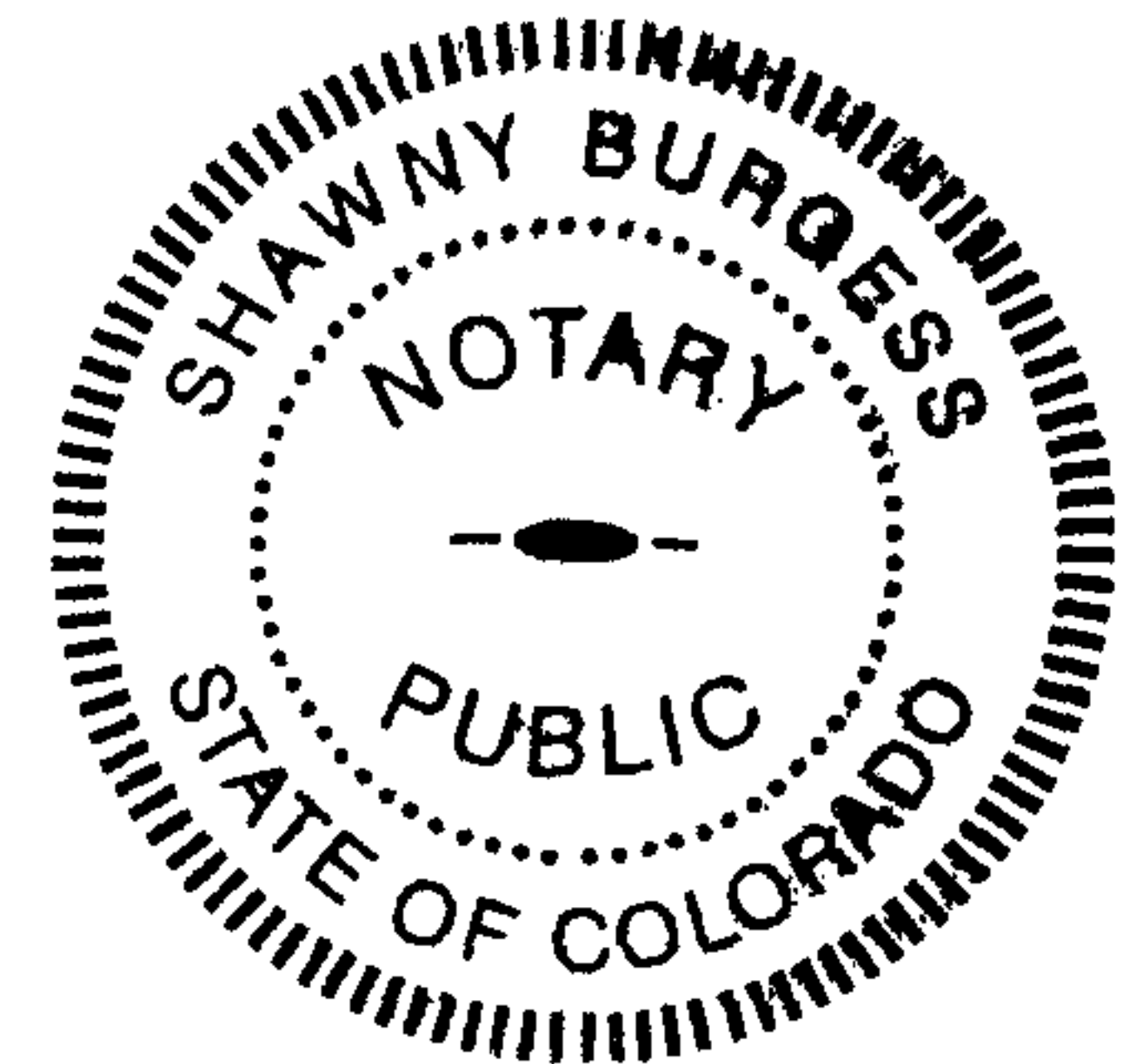
COUNTY OF EL PASO)

Before me, a Notary Public in and for said county and state, personally appeared JILL FOWLER, OFFICER of Wells Fargo Bank West, N.A., a National Association, and acknowledged the execution of the foregoing Amendment on behalf of such National Association this 17TH day of JULY, 2002.

Shawny Burgess
Notary Public: ~~MARGARET MONDRAGON~~ SHAWNY BURGESS
MY COMMISSION EXPIRES:

State of COLORADO

My Commission Expires 11-26-05



STATE OF Alabama)

) ss.

COUNTY OF Jefferson)

Before me, a Notary Public in and for said county and state, personally appeared
James Rowland and Lourdes Rowland
(a single person) (single persons) (husband and wife) and acknowledged the execution
of the foregoing Amendment on this 24th day of July, 2002.

Nicole Bilié
Notary Public

Alabama
State of

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 9, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument was drafted by:

Wells Fargo Bank West, NA
4455 Arrows West Drive
Colorado Springs, CO 80907

EXHIBIT A

**THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF SHELBY,
STATE OF ALABAMA, DESCRIBED AS FOLLOWS:**

**LOT 1185, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 11TH SECTOR, PHASE II, AN
EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 22, PAGE 36 A AND B, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**TITLE TO SAID PREMISES IS VESTED IN JAMES L ROWLAND, III, BY DEED FROM LEWIS
INTEGRITY HOMES, INC., A CORPORATION DATED MARCH 13TH, 1998, AND RECORDED
MARCH 27TH, 1998, AS INSTRUMENT NO. 98-10782.**