

WELLS
FARGO

Amendment to Mortgage HEALOC

Prepared By:

Bobbi L. Shaw

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

APN: Tax ID# 154170000005014

Account No: 4514125320

Collateral Address:

418 Shelby Forest Drive, Chelsea, AL

This Amendment to Mortgage ("Amendment") is made as of this 14th day of March, 2002 by and between Wells Fargo Bank West, N.A., having its office at 4455 ArrowsWest Drive, Colorado Springs CO 80907 (the "Lender"), and John D. Stafford , Doris A. Stafford (whether one or more, the "mortgagor").

Recitals

- A. The Lender is the holder of the Home Equity Access Line Agreement of:
- ☐ The Mortgagor (also referred to as the "Borrower"),
 - ☐ John D. Stafford , Doris A. Stafford (referred to as the "Borrower"),
which is March 19th, 2001, 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 \$25000.00
- 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 March 19th, 2001, (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 March 19th, 2001 in the office of the REGISTRAR of Shelby county as Document No. 2001-17750 in Book/Roll 196 Page/Image 5112.
- 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
Instrument no. 1997-42281
TAX ID# 154140000005014

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 March 14, 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 \$35,000.00.
- ☐ **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 March 20th, 2011. 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 1.865 % 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.

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: *Diane Allen*
DIANE ALLEN

Its: Officer

Betty Aug

Witness* *Betty Vix*
Print Name

Witness* *MAY Y. Martinez*
Print Name

John D. Stafford
John D. Stafford

Doris A. Stafford
Doris A. Stafford

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

Before me, a Notary Public in and for said county and state, personally appeared, DIANE ALLEN,
OFFICER of Wells Fargo Bank West, N.A. Formerly Known as Norwest bank N.A.

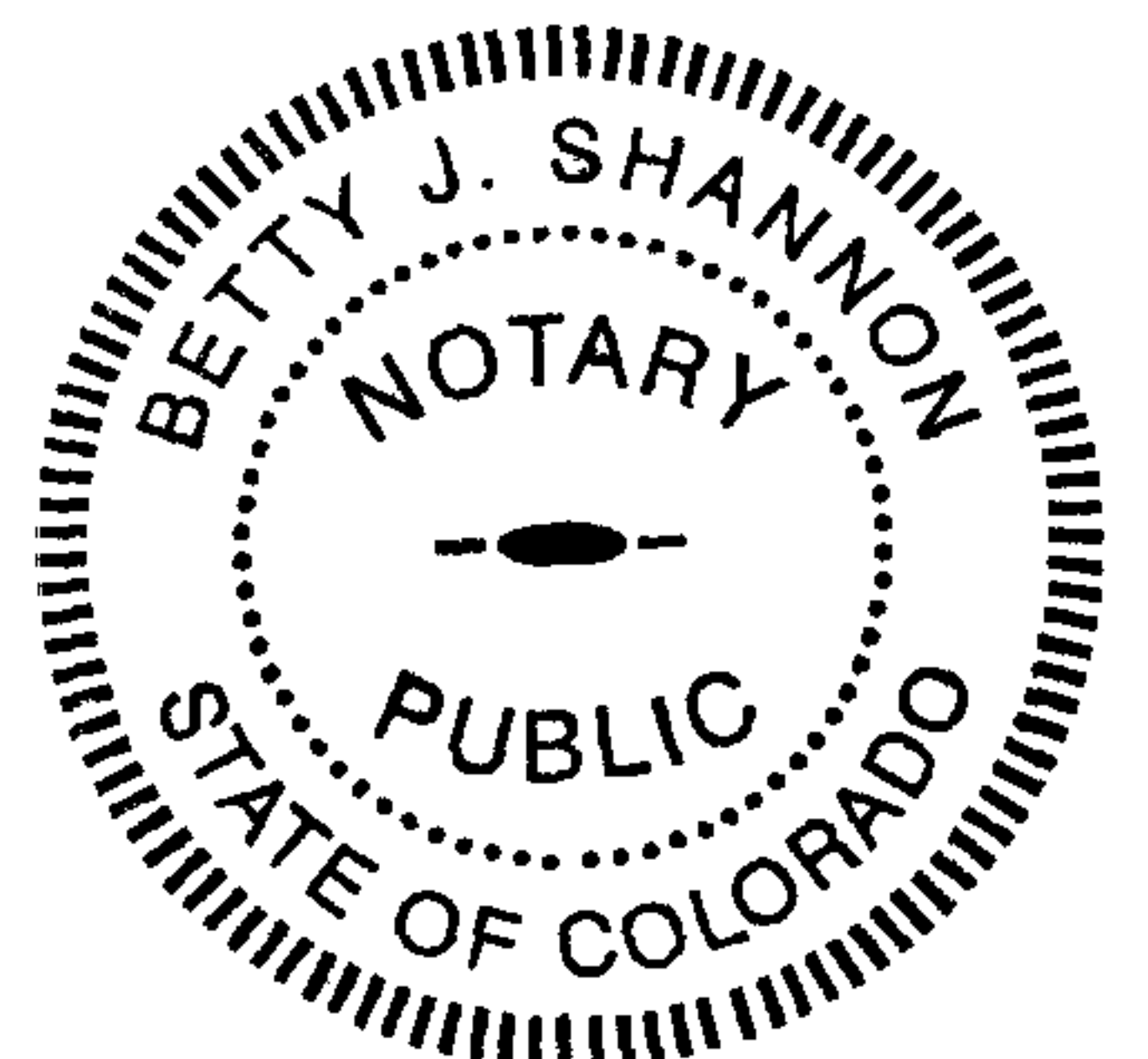
, and acknowledged the execution of the foregoing

Amendment on behalf of Wells Fargo Bank West, N.A. this 14 day of March 2002.

Betty J. Shannon
Notary Public: BETTY J. SHANNON
My Commission Expires 01-07-06

MY COMMISSION EXPIRES: _____

State of COLORADO



STATE OF Alabama)

) ss.
COUNTY OF Shelby)

Before me, a Notary Public in and for said county and state, personally appeared
John D. Stafford, Doris A. Stafford

(a single person) (single persons) (husband and wife) and acknowledged the execution
of the foregoing Amendment on this 1st day of April, 2008.

Betty C. Nix Alabama
Notary Public State of

BETTY C. NIX

My Commission Expires 28th June, 2004.

This instrument was drafted by:

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

EXHIBIT A

The following described real estate situated in Shelby County, Alabama, to wit:

Lot 52, according to the Survey of Shelby Forest Estates, as recorded in Map Book 21 page 117 A & B in Probate Office of Shelby County, Alabama: being situated in Shelby County, Alabama.

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to John D. Stafford and Doris A. Stafford from J. Harris Development Corporation by virtue of a Deed dated December 5, 1997, recorded December 31, 1997 in, Instrument No. 1997-42281 in Shelby County, Alabama.

