

*When recorded return to:*  
**Wells Fargo Services Company**  
**PO Box 31557**  
**Billings, MT 59107**

### **AFFIDAVIT**

Acct #: 65065580111998pfe

The undersigned, on behalf of **Wells Fargo Bank, N.A.**, whose address is 2324 Overland Ave Billings MT 59102 ("Bank"), being first duly sworn, hereby attests as follows:

That Bank claims as interest in the following described property:

<<No Legal Required>>

That such an interest is claimed by virtue of a certain mortgage or deed of trust ("the Security Instrument") given by **Brian G Durr and Angela H Durr**, Husband and Wife ("Mortgagor <<s>>"), having an address of 5304 Woodford Dr, Birmingham, AL 35242 for the benefit of Bank, dated 12-20-04, and securing a line of credit in the amount of \$65,000.00; and That Mortgagor <<s>> signed and delivered to Bank, as an integral part of the Security Instrument, a certain Rider to that Security Instrument; and

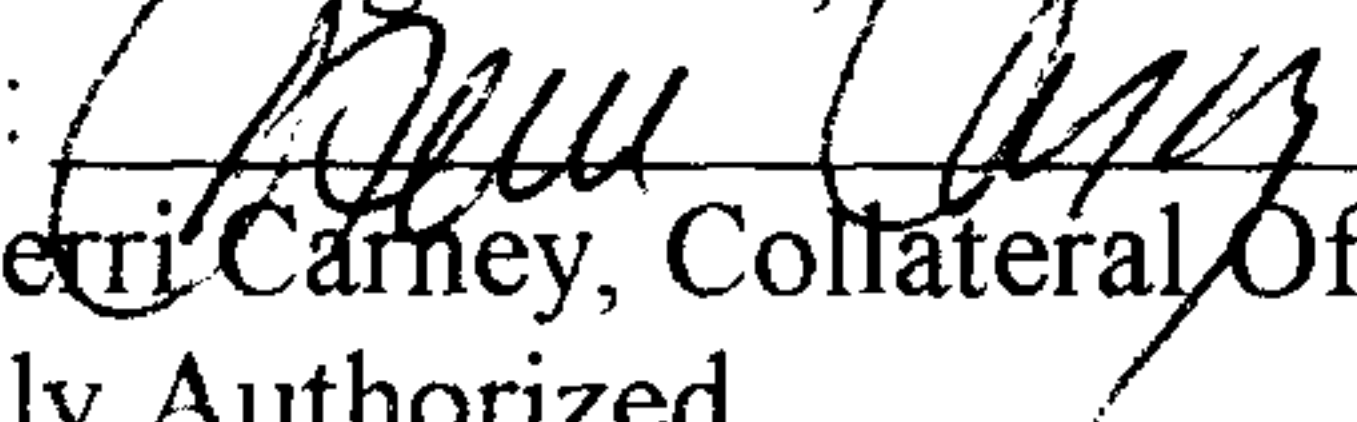
That Bank caused said Security Instrument to be recorded in the Shelby, County recorder's office in Book n/a, Page n/a as document no. 20041222000698240; however, the Rider inadvertently was not included with security Instrument for recording. The executed original of the Rider is attached to this Affidavit. Bank is filing this Affidavit to provide notice to the World of its interest pursuant to the terms and provisions of the Rider to said Security Instrument; and

That all notices or claims relating hereto may be given to Bank at Wells Fargo Bank 2324 Overland Ave Billings MT 59102.

Cherri Carney, being duly sworn on oath says that she is a Collateral Officer of Wells Fargo Bank, N.A.; that s/he has actual personal knowledge of the facts stated in this Affidavit; and that all statements in this Affidavit are true to the best of her/his knowledge.

Date: 01-21-05

Wells Fargo Bank, N.A.

By:   
Cherri Carney, Collateral Officer  
Duly Authorized

6506558 C111998 lca

**HOME ASSET MANAGEMENT ACCOUNT {SM} RIDER TO MORTGAGE/DEED OF TRUST**

(Open end credit with ☐ fixed rate ☒ variable rate interest)

This Home Asset Management Account {SM} Rider is dated 12/20/2004 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date given by the undersigned,

BRIAN G DURR, ANGELA H DURR

(hereinafter "Mortgagor") to secure the borrower's EquityLine with FlexAbility<sup>SM</sup> Agreement with Wells Fargo Bank, N.A. ("Lender") covering the property more particularly described in the Mortgage (the "Property").

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the EquityLine with FlexAbility<sup>SM</sup> Agreement and Home Asset Management Account<sup>SM</sup> Addendum to EquityLine with FlexAbility<sup>SM</sup>.

2. Despite any language to the contrary in the Mortgage, Mortgagor covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance in the name of Wells Fargo Bank, N.A., its affiliates, successors or assignees.

3. Paragraph number 4

(If the property is located in Virginia, then the recital regarding 'Secured Debt') of the Mortgage, which is captioned SECURED DEBT AND FUTURE ADVANCES is hereby deleted in its entirety and replaced by the following paragraph: SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt of same date together with all amendments, extensions, modifications or renewals. The maturity date of the secured Debt is 12/20/2044.

B. All future advances from Lender to the borrower under such evidence of debt, whether obligatory or discretionary. All obligatory future advances and advances to cure breeches of covenants contained in the Mortgage are secured as if made on the date of this security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed \$ 65,000.00

which replicates the current Credit Line Limit provision in the parties written agreement providing for obligatory future advances.

B6D

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C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

D. The terms and conditions of the Note referenced in A above include, but are not limited to, a 10 year period for advances under a revolving line of credit.

The parties have agreed that subject to certain qualifying conditions the Lender may extend the period for advances for another 10 years for a total of 20 years. Nothing in this Security Instrument shall constitute a commitment to extend the period for advances beyond the initial 10 year period.

E. Borrower(s) and the Lender have agreed that subject to the satisfaction of certain qualifying conditions, the Credit Line Limit in the Note may be increased quarterly and/or annually. One of those conditions, inter alia, is the borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Bank, N.A., or one of its affiliates. All such increases, if any, shall increase the amount of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total principal indebtedness" in the 3rd recital) and the current Credit Line Limit described in Section 3 hereinabove in the same amount(s).

4. The Note provides for a monthly variable rate of interest expressed as a daily periodic rate equal to 1/365 of an annual rate of 1.250 plus the "Index Rate". The Daily Periodic Rate of FINANCE CHARGE may increase if the highest prime rate published in the Wall Street Journal Western Edition "Money Rates" table (the "Index Rate") increases. The initial Daily Periodic Rate of FINANCE CHARGE is 0.01775956 which corresponds to an initial **ANNUAL PERCENTAGE RATE** of 6.5. The **ANNUAL PERCENTAGE RATE** will never be more than 18.00%. Any increase in Daily Periodic Rate may increase the minimum monthly payments.

5. The Paragraph which is captioned in the Mortgage, **ESCROW FOR TAXES AND INSURANCE** (which may be found as Paragraph 19, 20, 21, 23, 24, depending on the document) is hereby deleted in its entirety.

Brian G. Durr 12/20/04  
BRIAN G DURR Date

Angela H. Durr by Brian G. Durr, ATTY. IN FACT 12/20/04  
ANGELA H DURR Date  
By: Brian G. Durr  
As Attorney in Fact

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