



20070424000187470 1/5 \$45.50
Shelby Cnty Judge of Probate, AL
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Tax Parcel No. TAX ID 03-9-30-0-002-001-041

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Wells Fargo Bank, N.A.

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Prepared By:

Wells Fargo Bank, N.A.

EMILY MASH

DOCUMENT PREPARATION

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State of Alabama {Space Above This Line For Recording Data}
Account number: 650-650-0365556-1998 Reference number: 20070507300222

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

This Modification Agreement (this "Agreement") is made this **2ND DAY OF MARCH, 2007**, between **Wells Fargo Bank, N.A.** (the "Lender") and **KELLEY J. BRAND AND CHARLES W. BRAND, JR., MARRIED WITH JOINT TENANCY, WIFE AND HUSBAND**

(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 **October 31, 2005**, in the original maximum principal amount of \$ **52,350.00**. The Line of Credit Agreement 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 **N/A** at page(s) **N/A** of the County of **SHELBY** County, State of **ALABAMA** as document No. **200511070057780** (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 \$ 17.50 on November 07, 2005 and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number **N/A**, and covering real property located at **2948 BROOK HIGHLAND DR, BIRMINGHAM, ALABAMA 35242** (the "Property") and described as follows:



LOT 1003, ACCORDING TO THE MAP AND SURVEY OF BROOK HIGHLAND AND EDDLEMAN COMMUNITY, 10TH SECTOR, 1ST PHASE, AS RECORDED IN MAP BOOK 17, PAGE 108, 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 \$67,350.00 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	\$22.50
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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.

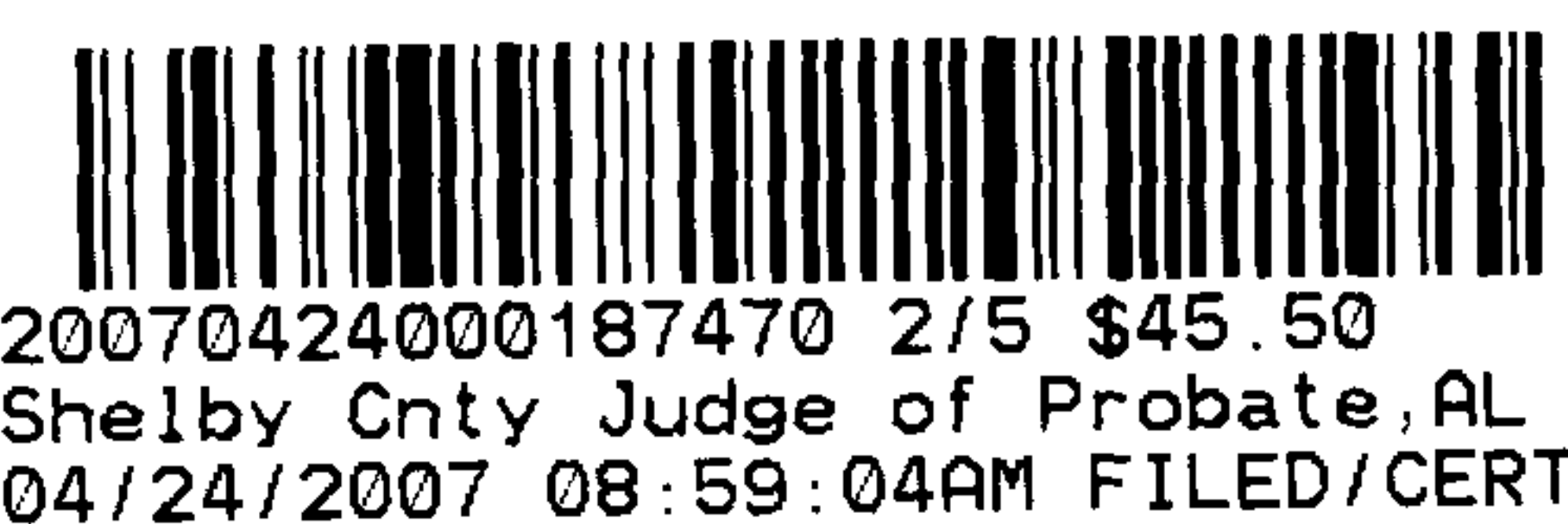
This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

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-Truster/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 under seal as of the day and year first above written.

Kelley J Brand (Seal)
Borrower KELLEY J BRAND

Charles W. Brand Jr. (Seal)
Borrower CHARLES W BRAND, JR

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Wells Fargo Bank, N.A.

By: Judy Ulrich (Seal)

Its: Operation Processor

{ Acknowledgments on Following Pages }



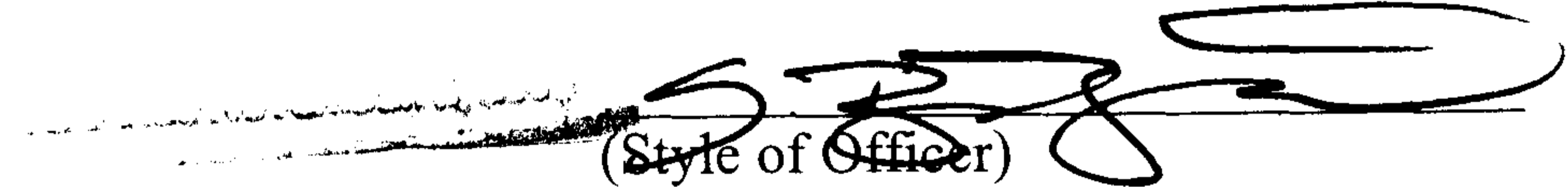
FOR NOTARIZATION OF BORROWERS

For An Individual Acting in His/Her Own Right:
ACKNOWLEDGMENT FOR INDIVIDUAL

The State of Alabama }
Shelby County }

I S. Brent Stewart, hereby certify that

Kelley J Broad
Charles W. Broad Jr 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 17th day of March, 2007.


(Style of Officer)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
) ss.
COUNTY OF Washington)

On this 23 day of March, 2007, before me, a Notary Public in and for said county personally appeared Judy Ulrich, to me personally known, who being by me duly (sworn or affirmed) did say that that person is operation processor of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said Operation processor acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Elizabeth Runyan
Notary Public

Oregon
State of

My commission expires: Mar 9, 2011



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