

20070531000252490 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
05/31/2007 08:23:19AM FILED/CERT

MORTGAGE MODIFICATION AGREEMENT

To Correct Legal

THIS AGREEMENT, made this 1st day of May, 2007, by and between Amy Harland, a single person, hereinafter called "MORTGAGOR" and Wells Fargo Bank, N.A.. hereinafter called "MORTGAGEE".

RECITAL:

A. MORTGAGEE is the owner and holder of that certain mortgage dated October 15, 2004, made by the MORTGAGOR to MORTGAGEE, recorded as record number 200410260000590840, Public Records of Shelby County, Alabama, securing a debt evidenced by a promissory note dated October 15 2004, in the original amount of \$85,000, which MORTGAGE encumbers property more particularly described in said MORTGAGE.

B. MORTGAGOR, the owner in fee simple of all of the property subject to MORTGAGE, has requested MORTGAGEE to modify MORTGAGE and the parties have mutually agreed to modify thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of One DOLLAR (1.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Nothing herein invalidates or shall impair or release any covenants, condition, agreement or stipulation in MORTGAGE and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the NOTE and MORTGAGE which are not inconsistent herewith.

2. All MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

3. This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.



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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

"MORTGAGOR"

Amy Harland
Amy Harland

"MORTGAGEE"

Wells Fargo Bank, N.A.

BY: *Lorna L. Slaughter*
ITS: Vice President – Lorna L. Slaughter.

ATTEST:

BY:

Catherine Coupar
ITS: Assistant Secretary – Catherine Coupar

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Amy Harland whose name(s) is/are signed to the foregoing conveyance, who is/are known to me. acknowledged before me on this day that, being informed of the contents of this conveyance, They/He/She executed the same voluntarily on the day the same bears date.

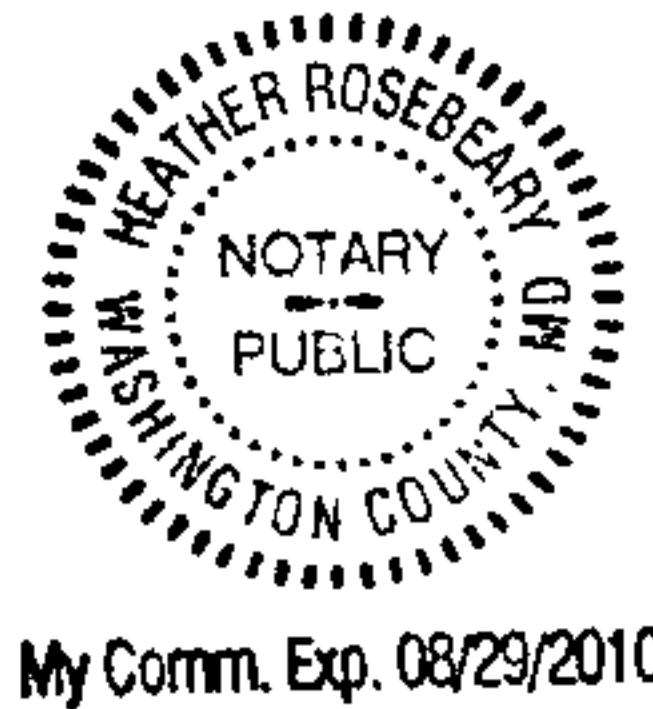
Given under my hand and seal of office this the 21 day of May, 2007.

Kay M. Ray
Notary Public

STATE OF MARYLAND
COUNTY OF WASHINGTON

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Lorna L. Slaughter, Vice President and Catherine Coupar, Assistant Secretary, respectfully, of Wells Fargo Bank, N.A. are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, they, as such Officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this the 1st day of MAY, 2007..



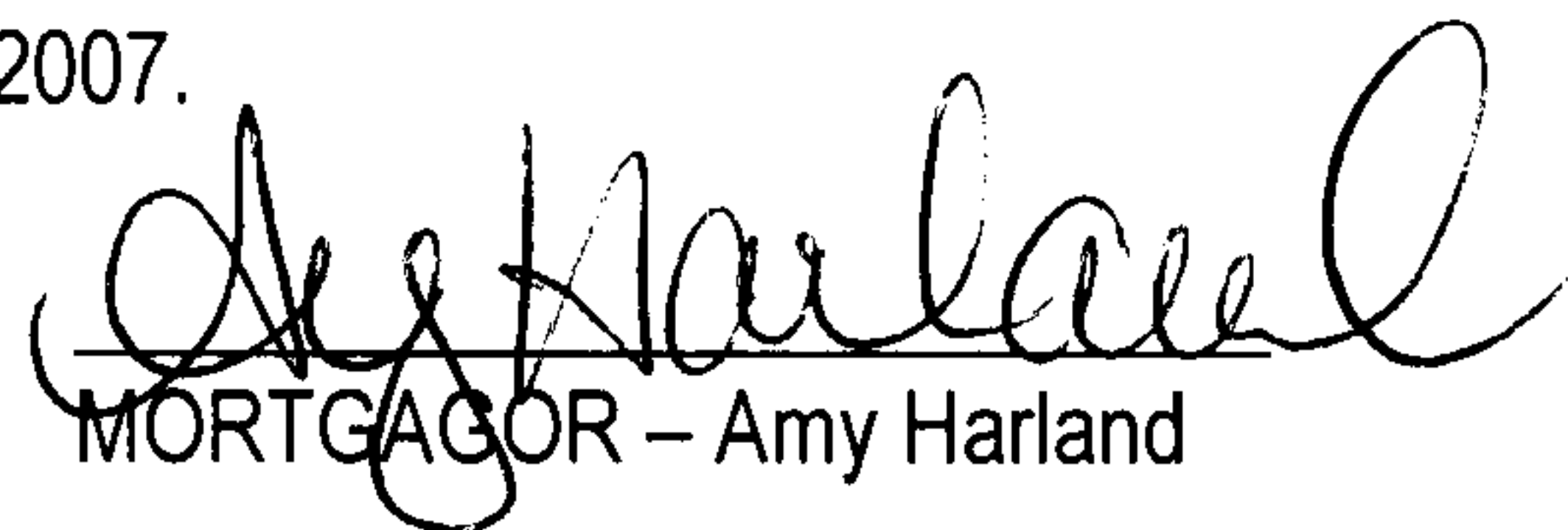

Notary Public – Heather Rosebeary

EXHIBIT "B"

The mortgage dated October 15, 2004, given by Amy Harland, a single person, hereinafter called Mortgagor, to Wells Fargo ~~Home~~ Bank, N.A., hereinafter called Mortgagee, in the principal sum of \$\$85,000, and recorded as instrument number 20041026000590840 et seq., shall be modified as follows:


1. It is understood that the parcel entitled Schedule "A" is being released and being replaced with the parcel entitled Schedule "B". See attached.

WITNESS our hands and seals on this 1st day of MAY, 2007.


MORTGAGOR – Amy Harland

MORTGAGEE
Wells Fargo Bank, N.A.

BY: 
ITS: Vice President – Lorna L. Slaughter


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Schedule "A"

Lot 22 and 23, according to the survey of Central Hills Subdivision, 1st Addition in the Town of Wilsonville, Alabama, as shown on the map recorded in Map Book 4, Page 52, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

Schedule "B"

Lots 22 and 23-A, according to the RESURVEY OF LOTS 23,24,25,26,27, & 28 CENTRAL HILLS SUBDIVISION 1st ADDITION as recorded in MAP Book 4, Page 52, in the office of the Judge of the Probate is Shelby County, Alabama; being situated in the NE 1/4 of the SE 1/4 of Section 31, Township 20 South, Range 2 East, Shelby County, Alabama