



20070913000429900 1/6 \$178.85  
Shelby Cnty Judge of Probate,AL  
09/13/2007 02:03:59PM FILED/CERT

Tax Parcel No. TAX ID 11-7-25-0-001-  
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DOCUMENT PREPARATION  
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BEAVERTON, OREGON 97006  
503-614-6427

State of Alabama {Space Above This Line For Recording Data}  
Account number: 650-650-7512821-1998 Reference number: 20071907300514

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

This Modification Agreement (this "Agreement") is made this **17TH DAY OF JULY, 2007**, between **Wells Fargo Bank, N.A.** (the "Lender") and **BENJAMIN WATSON AND ANGELA WATSON, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

(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 **March 25, 2005**, in the original maximum principal amount of **\$ 50,000.00**. 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. **200504200001864** (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 \$ 75.00 on April 20, 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 **805 TULIP POPLAR DR, HOOVER, ALABAMA 35244** (the "Property") and described as follows:

**THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF AL, COUNTY OF SHELBY, CITY OF HOOVER AND DESCRIBED AS FOLLOWS: LOT 1001 ACCORDING TO THE SURVEY OF**



**RIVERCHASE COUNTRY CLUB 17TH ADDITION AS RECORDED IN MAP BOOK 9, PAGE 50, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. BEING THE SAME PARCEL CONVEYED TO BENJAMIN WATSON AND ANGELA WATSON FROM DAVID M. TIDMORE AND BLACHE TIDMORE, BY VIRTUE OF A DEED DATED 8/27/2001, RECORDED 9/5/2001, IN DEED AS INSTRUMENT NO. 2001-38103 COUNTY OF SHELBY, STATE OF 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 \$101,897.00 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.

**Extension of the Draw Period and the Maturity Date.** The Security Instrument is hereby amended to extend the Maturity Date from March 25, 2045 to March 25, 2047.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached final HUD Settlement Statement which is integrated by reference 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.

Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and the HUD Settlement Statement provided to me by Lender, all of which I agree to by signing this Agreement.

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-Trustor/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.

Benjamin Watson (Seal)  
Borrower BENJAMIN WATSON

Angela Watson (Seal)  
Borrower ANGELA WATSON

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Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

Wells Fargo Bank, N.A.

By: Subhony Cheong (Seal)

Its: Loan Documentation Specialist



Acknowledgments on Following Pages

AL Loc Mod Agrmt, HCWF#548v7 (01/22/07)



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FOR NOTARIZATION OF LENDER PERSONNEL

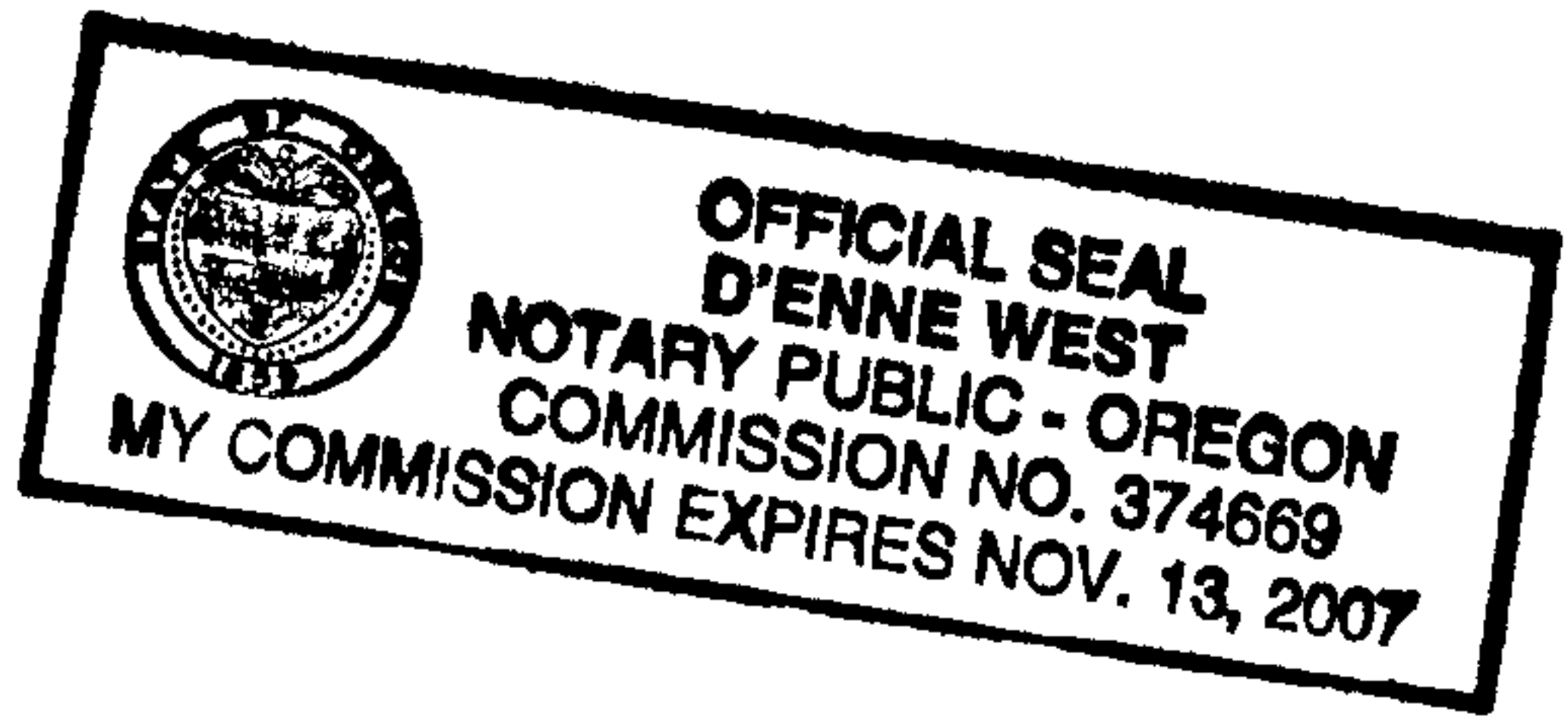
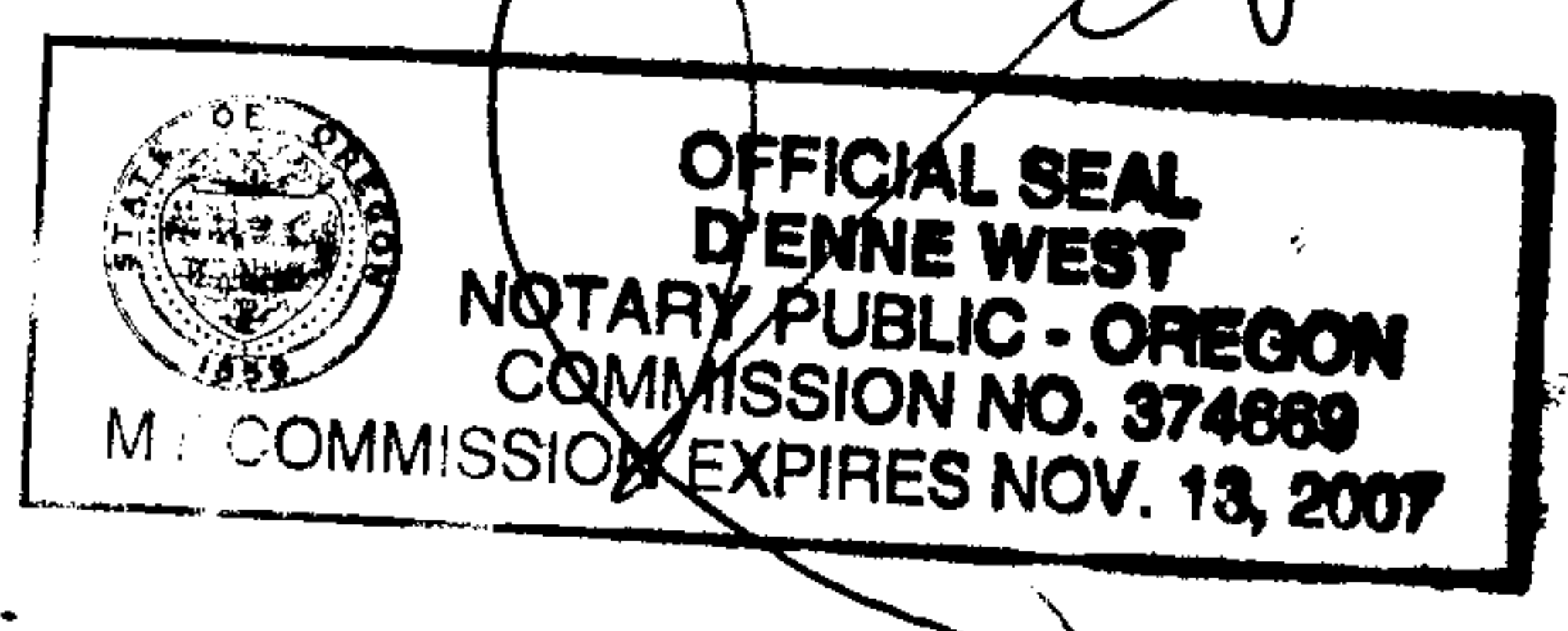
STATE OF Oregon  
COUNTY OF Washington ss.

On this 20th day of July, 2007, before me, a notary public in and for said county personally appeared Anthony Cheong, to me personally known, who being by me duly (sworn or affirmed) did say that that person is an employee 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 employee acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

D'Enne West  
Notary Public

OREGON  
State of

My commission expires: 11/13/2007



FOR NOTARIZATION OF BORROWERS

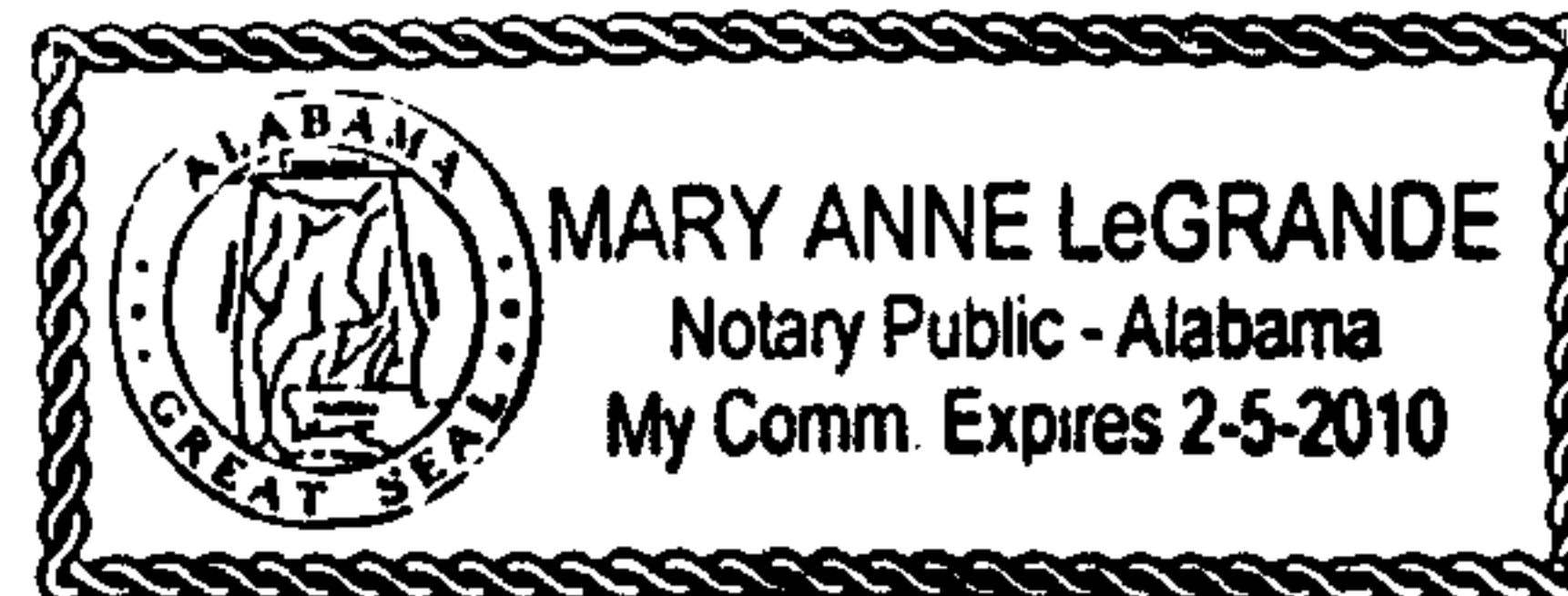
For An Individual Acting in His/Her Own Right:  
ACKNOWLEDGMENT FOR INDIVIDUAL

The State of Alabama }  
Shelby County }

I Mary Anne LeGrande, hereby certify that  
Benjamin Watson AND Angela Watson

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 19<sup>th</sup> day of July, 2007.

Mary Anne LeGrande  
(Style of Officer) Notary Public



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