

20071217000567110 1/5 \$38.00
Shelby Cnty Judge of Probate, AL
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Wells Fargo Bank, N.A.
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State of Alabama _____ {Space Above This Line For Recording Data} _____
Account number: 650-650-3729803-1998 Reference number: 20073099100015

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

This Modification Agreement (this "Agreement") is made this **12TH DAY OF NOVEMBER, 2007**, between **Wells Fargo Bank, N.A.** (the "Lender") and **ROBERT B. COLLIER, JR. AND SUE B. COLLIER, HUSBAND AND WIFE FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM**

(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 **November 01, 2006**, in the original maximum principal amount of \$ **75,000.00**. 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 **40** at page(s) _____ of the County of **SHELBY** County, State of **ALABAMA** as document No. **200611270005744** (the "Security Instrument"), and covering real property located at **72 BURNHAM STREET, BIRMINGHAM, ALABAMA 35242** (the "Property") and described as follows:

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN SHELBY COUNTY, ALABAMA: LOT 12-05 BLOCK 12, ACCORDING TO THE SURVEY OF MT LAUREL, PHASE II, AS RECORDED IN MAP BOOK 30, PAGE 10 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS



OR MINERAL RIGHTS OF RECORD, IF ANY. BEING THE SAME PREMISES CONVEYED TO ROBERT B. COLLIER, JR. AND SUE B. COLLIER, HUSBAND AND WIFE FROM TOWN BUILDERS, INC., AN ALABAMA CORPORATION BY DEED DATED 06/15/2004, AND RECORDED ON 06/18/2004, DOCUMENT # 20040618000331780, IN SHELBY COUNTY, AL.

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 \$85,000.00 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.

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.

Robert B. Collier (Seal)
Borrower **ROBERT B COLLIER, JR**

Sue B. Collier (Seal)
Borrower **SUE B COLLIER**

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Wells Fargo Bank, N.A.

By: Kathleen Smith (Seal)

Its: Loan Doc Specialist

{ Acknowledgments on Following Pages }



FOR NOTARIZATION OF LENDER PERSONNEL

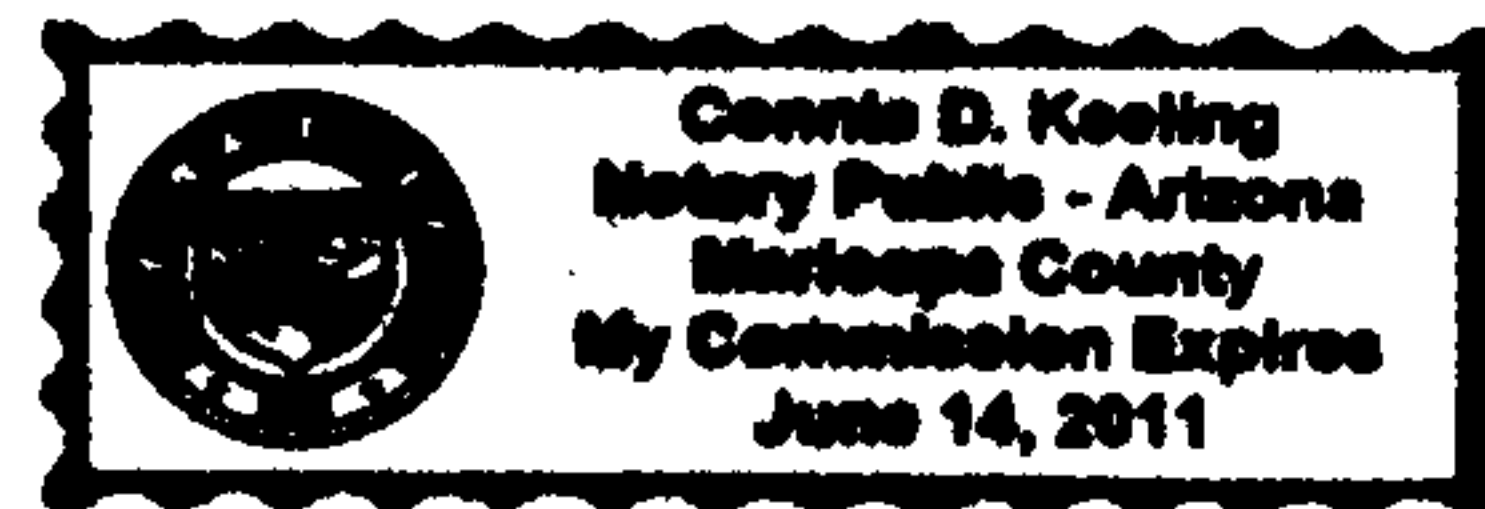
STATE OF Arizona)
COUNTY OF Maricopa) ss.

On this 14 day of November, 2007, before me, a Notary Public in and for said county personally appeared Kathleen Guthrie to me personally known, who being by me duly (sworn or affirmed) did say that that person is Loan Officer 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 Loan Officer acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Cynthia D. Keeling
Notary Public

Arizona
State of

My commission expires: June 14, 2011



ALL-PURPOSE ACKNOWLEDGEMENT

State of Alabama
County of Shelby

On this **12** day of **November, 2007**, before me, the undersigned notary public, personally appeared –

ROBERT B COLLIER, JR and SUE B COLLIER

Personally known to me **-OR-** proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature: *Della Pender*

Della Pender
Name (typed or printed)

My Commission Expires: *8/21/2010*



(notary seal)


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