

Tax Parcel No. 09-2-03-1-003-047-000

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING-FACT

Prepared By:
Wells Fargo Bank, N.A.
TAMMI PRUSS
DOCUMENT PREPARATION
11601 N. BLACK CANYON HWYMAC
S
PHOENIX, ARIZONA 85029
877-524-0865

State of Alabama {Space Above This Line For Recording Data}
Account number: 650-650-7405566-1998 Reference number: 20080919500110

**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END MORTGAGE** 14443355

This Modification Agreement (this "Agreement") is made this 30TH DAY OF APRIL, 2008, between Wells Fargo Bank, N.A. (the "Lender") and STEPHEN ADAMS AND MICHELLE ADAMS JOINT TENANTS, HUSBAND AND WIFE

(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 15, 2007, in the original maximum principal amount of \$ 15,000.00. 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. 200711130005213 (the "Security Instrument"), and covering real property located at 78 BURNHAM ST, BIRMINGHAM, ALABAMA 35242 (the "Property") and described as follows:

SEE ATTACHED EXHIBIT *A*



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 \$30,000.00 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.

Extension of the Draw Period and the Maturity Date. The Security Instrument is hereby amended to extend the Maturity Date from October 15, 2032 to October 15, 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.

Stephen Adams (Seal)
STEPHEN ADAMS -Borrower

Michelle Adams (Seal)
MICHELLE ADAMS -Borrower

Wells Fargo Bank, N.A.

By: Jean Ong (Seal)

Its: Banker

{ Acknowledgments on Following Pages }



20080617000246960 4/6 \$71.00
Shelby Cnty Judge of Probate, AL
06/17/2008 01:13:28PM FILED/CERT

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

On This day of 10TH day of MAY, 2008, before me, a NOTARY PUBLIC
In and for said county personally appeared JEAN ONG, to me personally
known, who being by me duly (sworn or affirmed) did say that that person is BANKER
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 BANKER acknowledged the
execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Cheryl L. McGregor
Notary Public CHERYL L. MCGREGOR

ARIZONA
State of

My commission expires: 3/15/10



CHERYL L. MCGREGOR
Notary Public - Arizona
Maricopa County
Expires 03/15/10

(Seal)

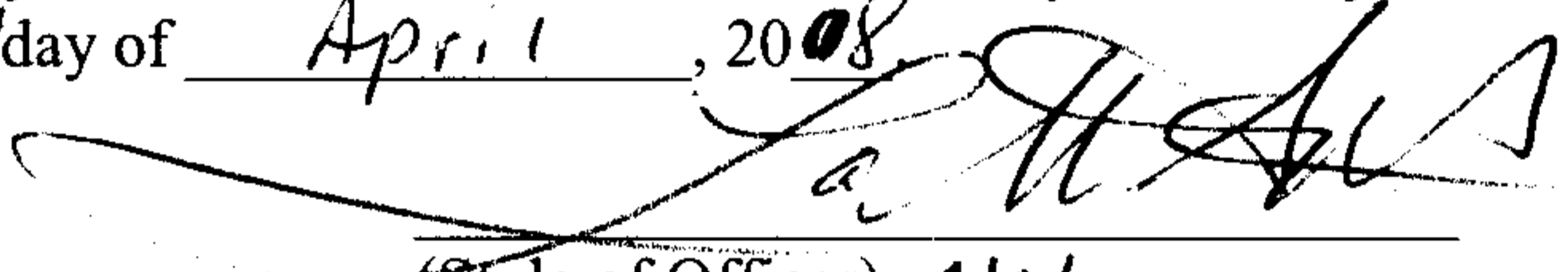
FOR NOTARIZATION OF BORROWERS

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

The State of Alabama }
Jefferson County }

I Lawanna M. Andrews, hereby certify that
Stephen Adams and Michelle Adams

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 30th day of April, 2008



(Style of Officer) Notary
Lawanna M. Andrews

MY COMMISSION EXPIRES JANUARY 18, 2010



20080617000246960 6/6 \$71.00
Shelby Cnty Judge of Probate, AL
06/17/2008 01:13:28PM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 09-2-03-1-003-047-000A
PARCEL OF LAND LOCATED IN THE CITY OF BIRMINGHAM, COUNTY OF
SHELBY, STATE OF ALABAMA, AND KNOWN AS: BEING LOT NUMBER LOT:12-08
BLOCK:12 IN MT LAUREL PH 02 AS SHOWN IN THE RECORDED PLAT/MAP
THEREOF IN 30-10 OF SHELBY COUNTY RECORDS.

09-2-03-1-003-047-000

78 BURNHAM ST; BIRMINGHAM, AL 35242-1802

20080919500110

36852225/f



ADAMS

14443355

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FIRST AMERICAN ELS
MODIFICATION AGREEMENT

