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Wells Fargo Bank, N.A.
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P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

Prepared By:
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REBECCA L COOPER
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DES MOINES, IOWA 50328-0001
866-861-8322

State of Alabama {Space Above This Line For Recording Data}
Account number: 650-650-1336819-1998 Reference number: 20083119500144

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

This Modification Agreement (this "Agreement") is made this **26TH DAY OF NOVEMBER, 2008**, between **Wells Fargo Bank, N.A.** (the "Lender") and **PAUL O. SIMS AND ALESIA M. SIMS, 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 **October 31, 2003**, in the original maximum principal amount of \$ **46,200.00**. 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 _____ at page(s) _____ of the County of **SHELBY** County, State of **ALABAMA** as document No. **1103000731460** (the "Security Instrument"), and covering real property located at **2120 SOUTHBRIDGE CT, HOOVER, ALABAMA 35244** (the "Property") and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 38, ACCORDING TO THE SURVEY OF FINAL PLAT, ARBOR HILLS, PHASE 1, AS RECORDED IN MAP BOOK 31, PAGE 48, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. BEING THE SAME PREMISES CONVEYED TO PAUL O. SIMS AND ALESIA M. SIMS,



HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM HPH PROPERTIES, LLC BY STATUTORY WARRANTY DEED DATED //, AND RECORDED ON 11/09/2003, 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 \$70,200.00 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 November 15, 2013 to October 31, 2033.

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.

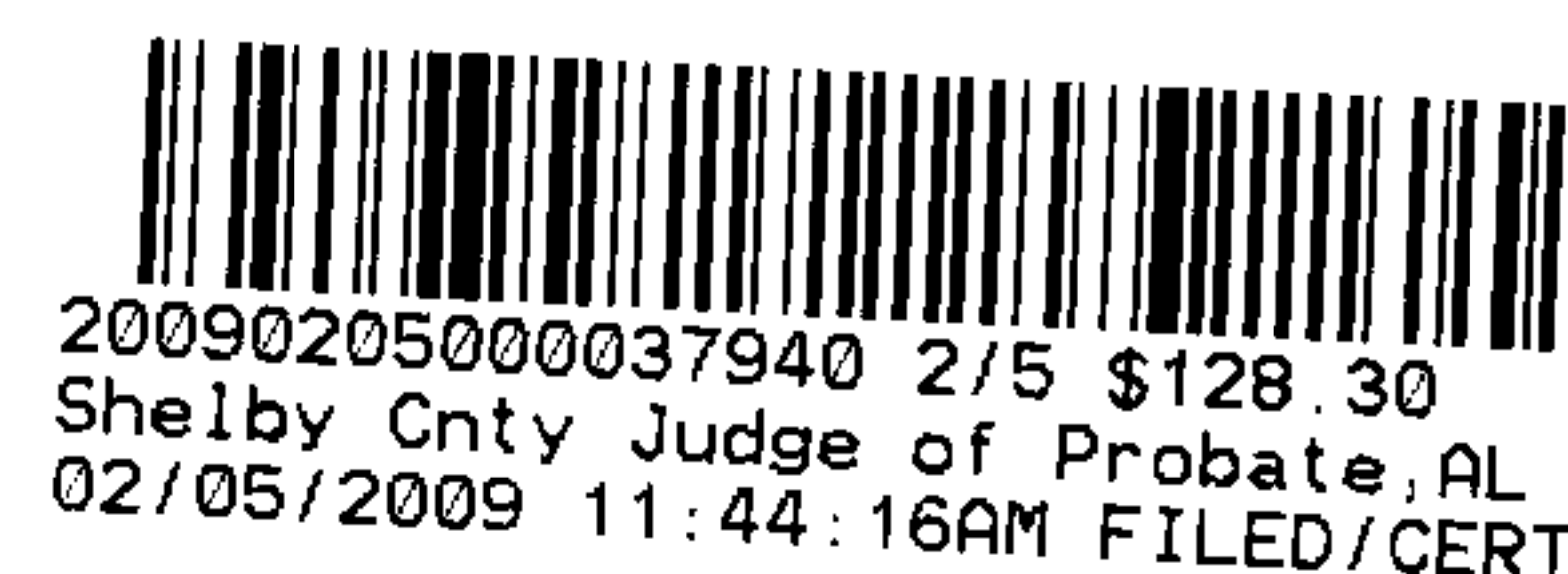
By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

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.

Paul O Sims
PAUL O SIMS -Borrower

Alesia M Sims
ALESIA M SIMS -Borrower

Wells Fargo Bank, N.A.

Wendy Lawrence (Seal)

Its: VP

{ Acknowledgments on Following Pages }



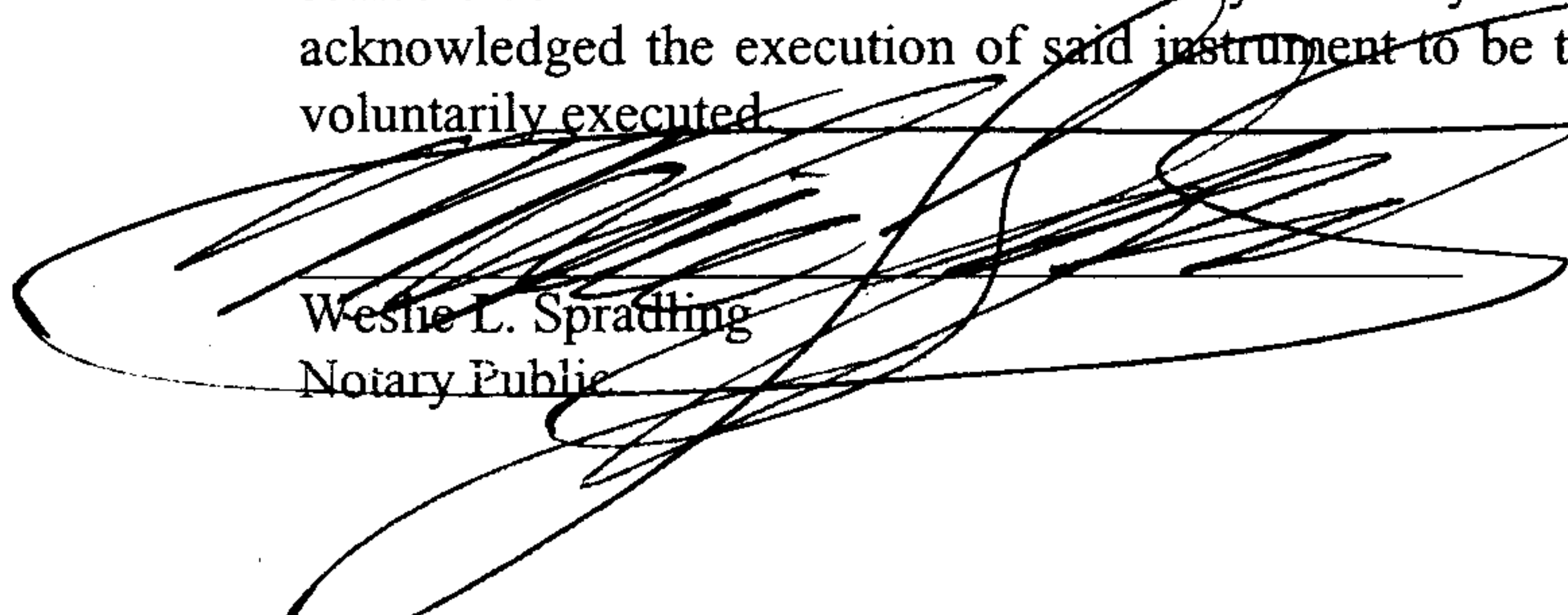
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Shelby Cnty Judge of Probate, AL
02/05/2009 11:44:16AM FILED/CERT



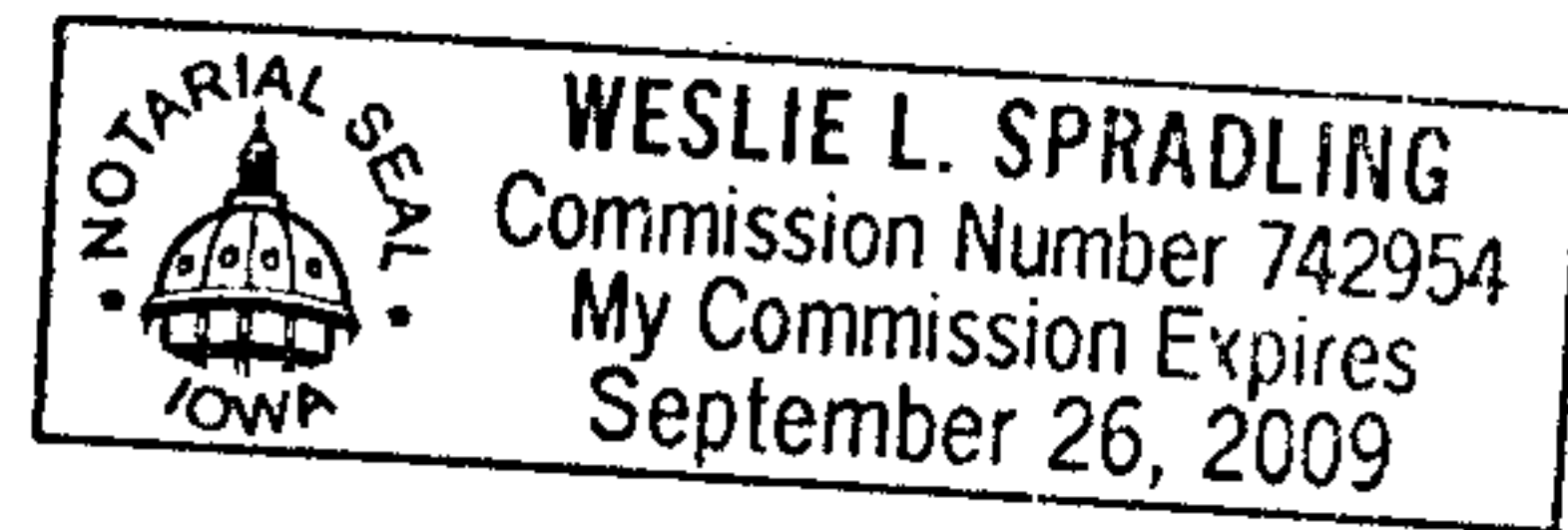
FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF IOWA)
) ss.
COUNTY OF DALLAS)

On December 10, 2008, before me, a Notary Public in and for said county personally appeared Gerri Lawrence-Dunn, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Vice President 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 Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.


Weslie L. Spradling
Notary Public

Iowa
State of



My commission expires: September 26, 2009

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FOR NOTARIZATION OF BORROWERS

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

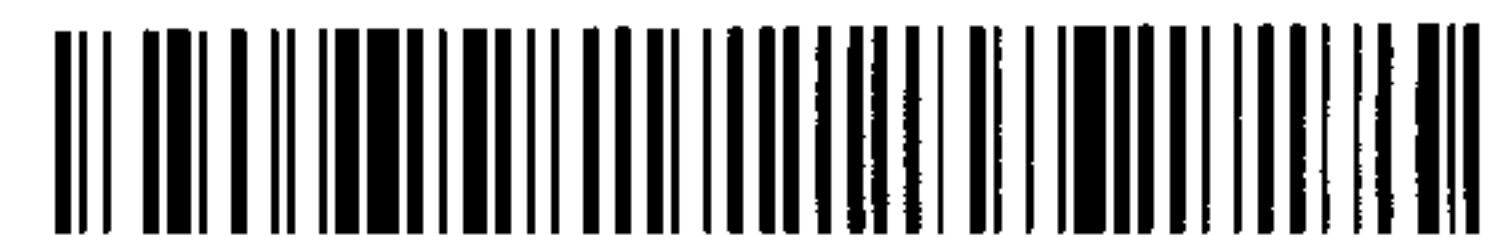
The State of Alabama }
Shelby County }

I Christopher D Creamer, hereby certify that
Alesia M Sims &

Paul D. Sims 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 26 day of November, 2008.

Notary Christopher D Creamer
(Style of Officer)

CHRISTOPHER D. CREAMER
Notary Public State of Alabama
My Commission Expires April 18, 2012



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Shelby Cnty Judge of Probate, AL
02/05/2009 11:44:16AM FILED/CERT

