



20110804000228390 1/4 \$111.00
Shelby Cnty Judge of Probate, AL
08/04/2011 01:02:47 PM FILED/CERT

This Document Prepared By:

Michelle Ridnour

Wells Fargo Bank, National Association

Retail Credit Servicing

P.O. Box 50010

Roanoke, VA 24022

When Recorded. Return To:

After recording, return recording

information to: 201126130724

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

MODIFICATION TO OPEN-END MORTGAGE

Gary L Marxen Sr And Rachel G Marxen, Husband And Wife (herein "Grantor"), who reside at 1012 Hermitage Circle, Birmingham, AL 35242, enter into this Modification to Open-End Mortgage with Wells Fargo Bank, National Association ("Wells Fargo"), whose address is 101 North Phillips Avenue, R4058-030, Sioux Falls, SD 57104, this 6/23/2011.

Capitalized terms not defined herein have the same meaning as defined in the below referenced Security Instrument.

Borrower previously executed and delivered to Wells Fargo a Debt Instrument dated 6/21/2010, which provides for Wells Fargo to extend credit to Borrower from time to time in an aggregate amount not to exceed the principal sum of 100000.00 U. S. Dollars. The Debt Instrument is secured by an Open-End Mortgage of even date recorded on 7/9/2010 in the public land records of SHELBY County, Alabama, at Book/Instrument ~~*200500010004529, Page 20,~~ Parcel 09-20-40-0-030-340.000 (herein "Security Instrument"). The Property is located at 1012 Hermitage Circle, Birmingham, AL 35242 and is further described in the attached legal description.

* 20100709000217970

INCREASE MORTGAGE FROM 100000.00 TO 160000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY 60000.00.

Borrower has requested that Wells Fargo increase the maximum credit limit under the terms of the Debt Instrument and Security Instrument, and Wells Fargo has agreed to do so.

Grantor hereby agrees that:

1. The Security Instrument is hereby amended to secure the new maximum credit limit of ONE HUNDRED AND SIXTY THOUSAND U. S. Dollars (160000.00).
2. All other provisions of the Security Instrument shall remain in full force and effect except as specifically modified by this Modification to Open-End Mortgage.

Original Visit Number: 1014896736
Visit Number: 1114600036

681 449 870 41XXX

6-28

IN WITNESS WHEREOF, Grantor has executed this Modification to Open-End Mortgage and adopted as his/her seal the word ("SEAL") appearing beside his/her name.

Signed, sealed and delivered in the presence of:

For Individual Grantors:

Gary L Marxen Sr (Seal)

Grantor Gary L Marxen Sr

Grantor

Rachel G Marxen (Seal)

Grantor Rachel G Marxen

Grantor

____ (Seal)

Grantor

Grantor

____ (Seal)

____ (Seal)

____ (Seal)

For Non-Individual Grantors:

Grantor

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

For an Individual (on individual's own behalf or as a sole proprietor):

The State of Alabama)

Jefferson County)

I (name and style of officer) hereby certify that Gary L Marxen Sr Rachel G Marxen , 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 23 day of June, A. D. 2011.

A. B. Judge, etc. (or as the case may be)

Ben Byrd
Notary Public

Ben Byrd
Notary Public (Printed Name)

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For a Corporation:

The State of _____)

_____ County)

I, _____ a _____
in and for said County in said State, hereby certify that _____,
whose name as _____ of the _____,
a corporation, 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, as such officer and with full
authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A. D. _____.

(Style of Officer)

Notary Public

Notary Public (Printed Name)

For a Partnership:

The State of _____)

_____ County)

I, _____ a _____
in and for said County in said State, hereby certify that _____,
whose name as _____ (here state representative capacity) 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, in his capacity as such _____,
executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, A. D. _____.

(Style of Officer)

Notary Public

Notary Public (Printed Name)

NOTICE TO PROBATE JUDGE

This Mortgage secures open-end or revolving indebtedness with residential real property or interests;
therefore, under Section 40-22-21(1)b, Code of Alabama 1976, as amended, the mortgage filing privilege
tax on this Mortgage should not exceed \$.15 for each \$100 (or fraction thereof) of the credit limit of \$_____
provided for herein, which is the maximum principal
indebtedness to be secured by this Mortgage at any one time.

Wells Fargo Bank, N.A.

By _____

Its _____

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EXHIBIT "A"


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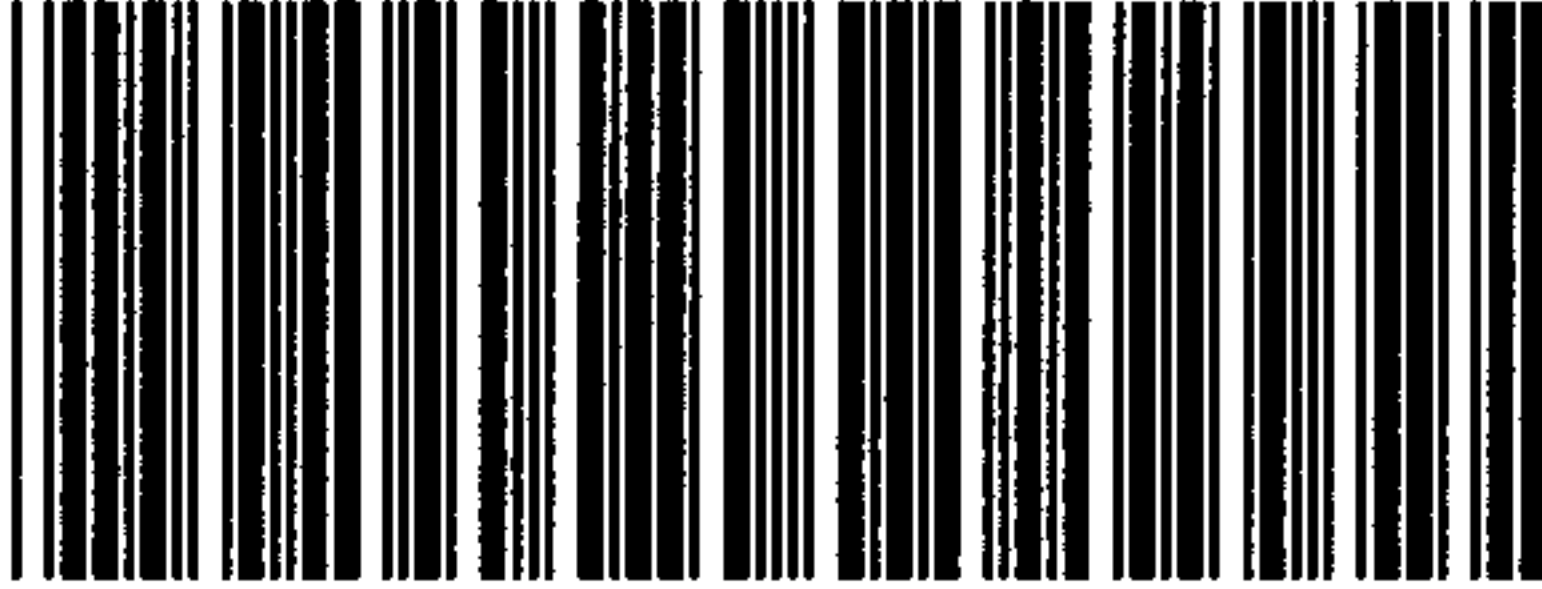
THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA,
TO-WIT:

LOT 3102, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 3RD SECTOR, PHASE I, AN
EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 21, PAGE 124 IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY,
ALABAMA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR
MINERAL RIGHTS OF RECORD, IF ANY.

ASSESSORS PARCEL NUMBER:

ATI ORDER NUMBER: 201106130724


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