

Tax Parcel Number: 03-8-34-0-002-051-000

Recording Requested By/Return To:

Wells Fargo Bank, N.A.

P. O. Box 31557

MAC B6955-013

Billings, MT 59107-9900

This Instrument Prepared by:

Barbara Edwards, Work Director


Wells Fargo Bank, N.A.

MAC P6051-019

P. O. Box 4149

Portland, OR 97208-4149

1-800-945-3056

  
20110927000286300 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
09/27/2011 04:17:57 PM FILED/CERT

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Account Number: XXX-XXX-XXX0403-0001

Reference Number 724666065018074

**MODIFICATION TO LINE OF CREDIT AGREEMENT AND  
MORTGAGE**

Effective Date: 9/01/2011

Borrower(s): DAVID P BURFORD

Owner(s): DAVID P BURFORD

Current Line of Credit Recorded Commitment \$ 55,000.00 being reduced to \$ 42,400.00

Lender: Wells Fargo Bank, N.A. A Successor In Interest To SouthTrust Bank, National Association

Property Address: 5229 ENGLISH WAY, BIRMINGHAM, AL 35242

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among Lender, Owner(s) and Borrower(s) (referred to as "Parties").



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### RECITALS:

Borrower executed and delivered to Lender that certain

#### MORTGAGE

(the "Security Instrument") dated 5/11/1998, securing the Debt Instrument of the same date (together with any renewals, extensions, or modifications to the Debt Instrument made prior to the date of this Agreement), recorded in Instrument# 1998-41098 at page N/A (or as No. N/A) of the Records of the Office of the Probate Judge of the County of SHELBY, State of Alabama, and covering the property described in the Security Instrument and located at 5229 ENGLISH WAY, BIRMINGHAM, AL 35242 (the "Property"), more particularly described as follows:

Real Property description more particularly described in the attachment titled "Exhibit A"

The Borrower requested and the Lender agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth in the Modification Agreement dated the same date as this Agreement.

### AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Borrower and Lender agree as follows:

#### Agreement to Change Credit Limit

##### Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$ 33,000.00 to \$ 42,400.00 .

By signing this Agreement below, the Borrower agrees to this change.

##### Change in Security Instrument

The lien evidenced by the Existing Security Instrument is hereby reduced from \$ 55,000.00 to \$ 42,400.00 .

Except as amended by this Agreement and by the Modification 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, the Modification Agreement, and the Security Instrument.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

**(ACKNOWLEDGEMENT PAGE FOLLOWS)**

**LENDER:**

Wells Fargo Bank, N.A.

By   
(Signature)

09/01/2011

Date

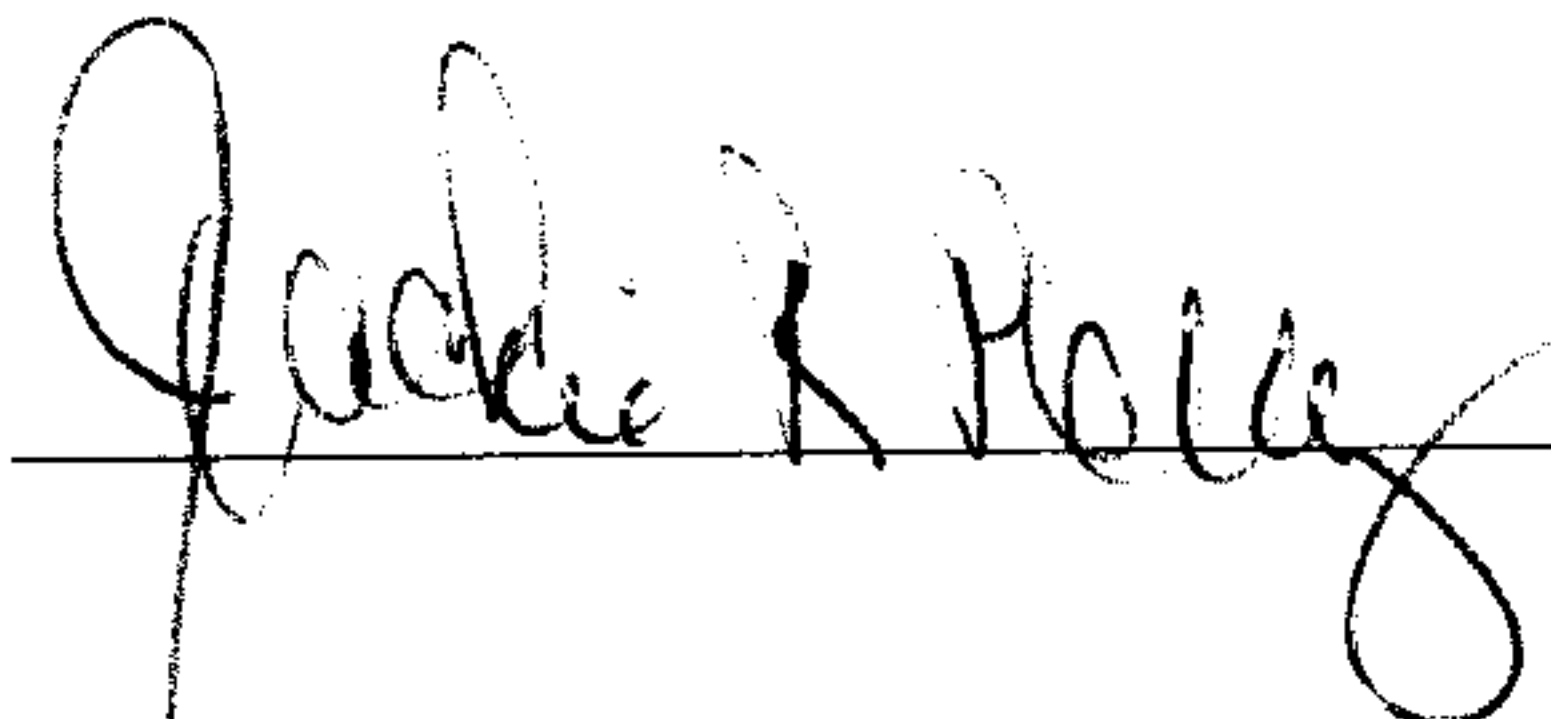
Gabriel Georgescu  
(Printed Name)

Customer Service Supervisor  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon, }  
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1st day of September, 2011, by Gabriel Georgescu, as Customer Service Supervisor, of Wells Fargo Bank, N.A., on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

 (Notary Public)



**BORROWER(S):** I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

(Signature)  DAVID P BURFORD

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

**OWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

(Signature)  DAVID P BURFORD

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)


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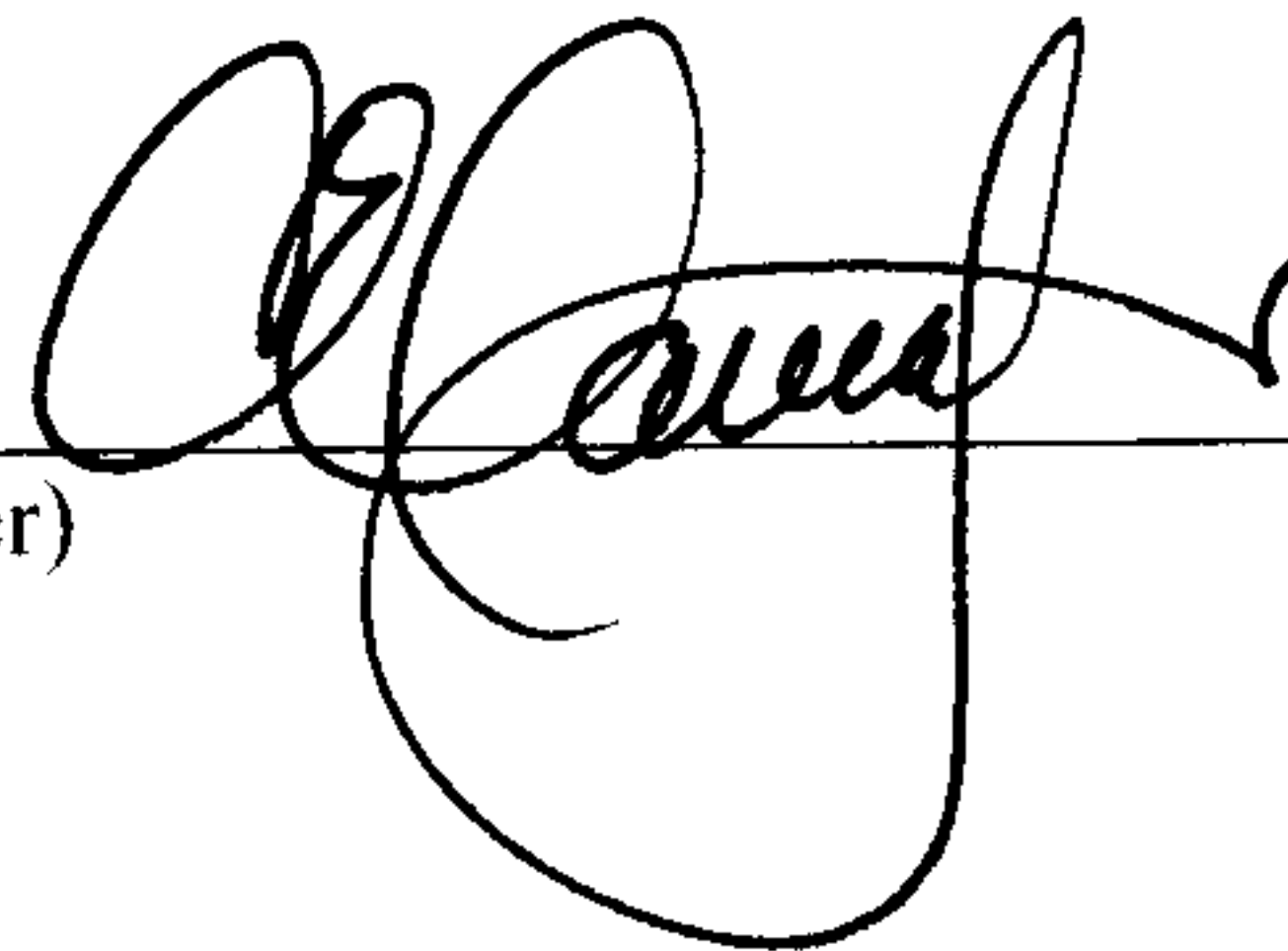


**For An Individual Acting in His/Her Own Right:  
ACKNOWLEDGEMENT FOR INDIVIDUAL**

  
20110927000286300 5/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
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The State of ALABAMA }  
SHELBY County }

I, CHARLES E DAVIS JR, hereby certify that DAVID P BULFORD  
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/she executed the  
same voluntarily on the day the same bears date. Given under my hand this 1 day of  
SEPTEMBER, 2011.

  
(Style of Officer)