

Tax Parcel No: 22-3-05-4-991-029.000

Recording Requested By/Return To:
Wells Fargo Financial Cards
Attn: Loan Servicing
PO Box 5943
Sioux Falls, SD 57117-5943

This Instrument Prepared By:
Sue Bramley
Wells Fargo Bank, N.A.
PO Box 5943
Sioux Falls, SD 57117-5943

Source of Title:

Deed Book: _____
Page Book: _____

[Space Above This Line For Recording Data]

**MODIFICATION TO ALABAMA REAL ESTATE MORTGAGE – LINE OF CREDIT
(With Power of Sale)**

Maximum Principal Secured: **\$6695.72**

This Modification Agreement (this "Agreement") is made this 14th day of November 2011, by and between, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Financial Bank, formerly known as Dial Bank ("Lender") and Randall Dooley and Jerra Lynn Dooley (individually and collectively, "Borrower"). Lender and Borrower are collectively referred to as the "Parties."

RECITALS:

A. Lender made a loan and extended credit (the "Loan") to Borrower.

B. In conjunction with the making of the Loan, Borrower executed and delivered to Lender that certain deed of trust/mortgage/deed to secure debt (the "Security Instrument") Alabama Real Estate Mortgage – Line of Credit dated December 23, 2003, securing that certain promissory note/evidence of indebtedness of the same date which was executed by Borrower and made payable to the order of Lender (the "Debt Instrument") (together with any renewals, extensions, or modifications to the Debt Instrument made prior to the date of this Agreement), said Security Instrument having been recorded in Book/Roll/Volume _____ at page _____ (or as No. 20031229000825500) 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 104 Canter Way Alabaster AL 35007 (the "Property"), more particularly described as follows:
The description of the Property is on a separate addendum attached to this Security Instrument, which description is part of the Security Instrument.

C. The Debt Instrument and the Security Instrument each currently provide for a Loan with an indefinite term.


D. The Parties wish to modify and amend the terms of the Debt Instrument and of the Security Instrument to provide for a maturity/payment in full date for the Debt Instrument of February 1, 2034.

AGREEMENTS:

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

1. The Debt Instrument and the Security Instrument are each modified and amended to provide for a maturity/payment in full date for the Debt Instrument of February 1, 2034. The purpose of this modification is, in part, to establish a lien expiration date as a matter of law.
2. All capitalized terms not defined herein shall have the meanings set forth in the Debt Instrument and in the Security Instrument. Herein, the Debt Instrument, the Security Instrument, and all other instruments and documents executed in conjunction with or ancillary to the making of the Loan shall be collectively referred to as the "Loan Documents".

AL0790ANOWLINE – 12/10 (ROC)


20111222000387890 1/6 \$37.05
Shelby Cnty Judge of Probate, AL
12/22/2011 10:56:13 AM FILED/CERT

3. Except as expressly provided in this Agreement, all terms, covenants, conditions, and provisions of the Debt Instrument, Security Instrument, and all other Loan Documents (including any previous modifications) shall remain unchanged and in full force and effect, and this Agreement shall not affect Lender's security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Security Instrument, the Debt Instrument, and in all other Loan Documents at the time and in the manner therein provided.
4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of any of the Loan Documents, the provisions of this Agreement shall control.
5. This Agreement shall not be construed to be a satisfaction, novation, or partial release of either the Security Instrument or of the Debt Instrument.
6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt Instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligation in connection with the Debt Instrument or with the Security Instrument. The co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and secured by the Security Instrument (as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt Instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.
7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.
8. By signing below, Borrower acknowledges that Borrower has received, read, and agrees to the terms of this Agreement and that Borrower has retained a copy of this Agreement.

The Parties have executed this Agreement under seal as of the day and year first above written.

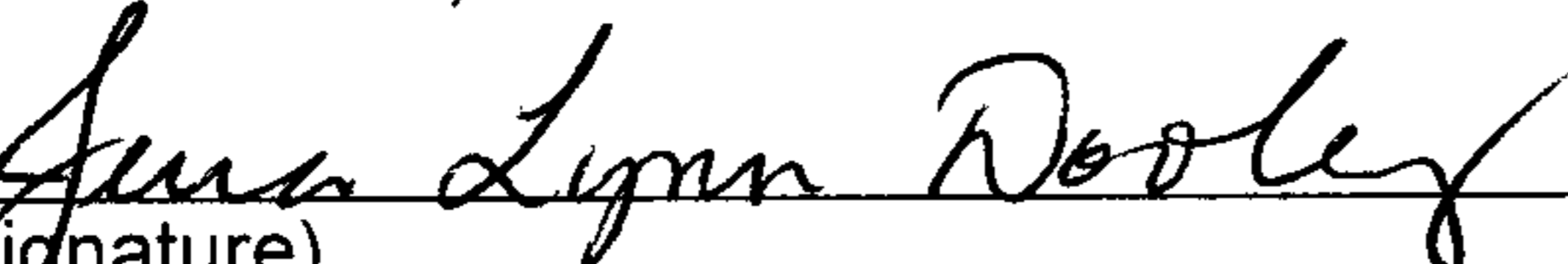
BORROWER:



(Signature)

Randall Dooley

(Printed Name)



(Signature)

Jerra Lynn Dooley

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)



(Signature)

(Printed Name)

WELLS FARGO BANK, N.A.
LENDER:

By: Andrea Emery
(Signature)

Andrea Emery
(Printed Name)
Title Officer
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF South Dakota)
) ss.
COUNTY OF Minnehaha)

The foregoing instrument was acknowledged before me, the undersigned notary in and for said county and state, on this 14th day of November, 2011 by Andrea Emery, a Title Officer of Wells Fargo Bank, N.A., known or proven to be the person who executed the above instrument, and who confirmed that he executed the above instrument in the capacity and for the reasons stated therein.

Angela Riedel
Notary Public

South Dakota
State of

My commission expires: April 27, 2012



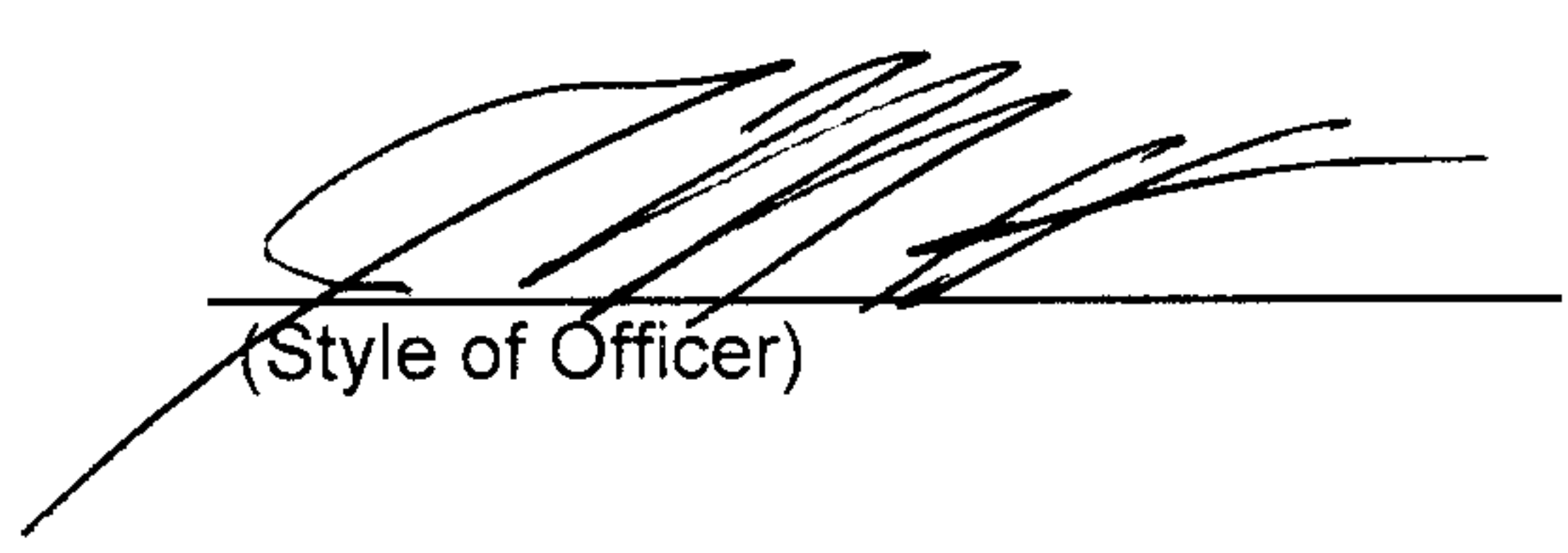
20111222000387890 3/6 \$37.05
Shelby Cnty Judge of Probate, AL
12/22/2011 10:56:13 AM FILED/CERT

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

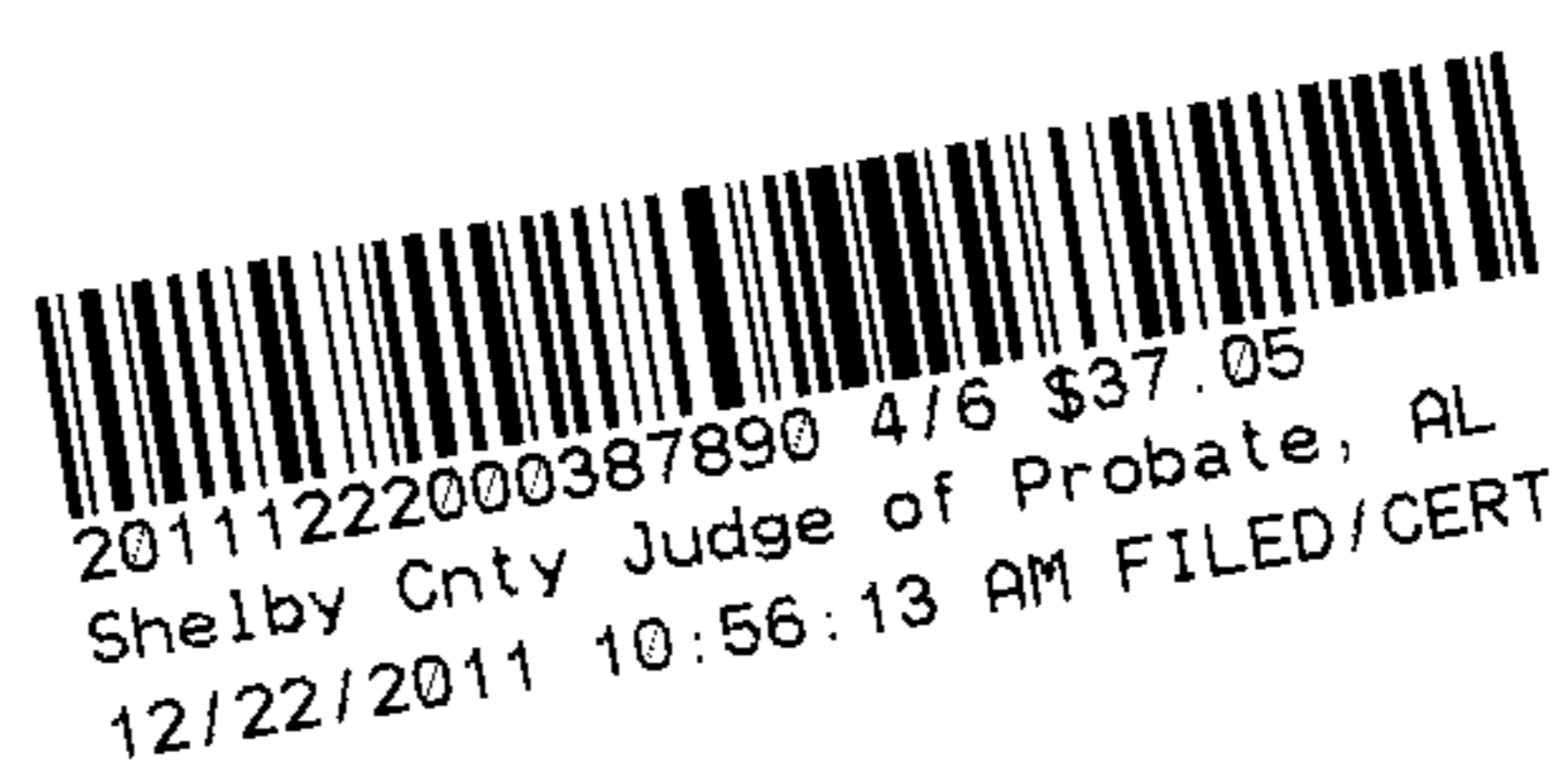
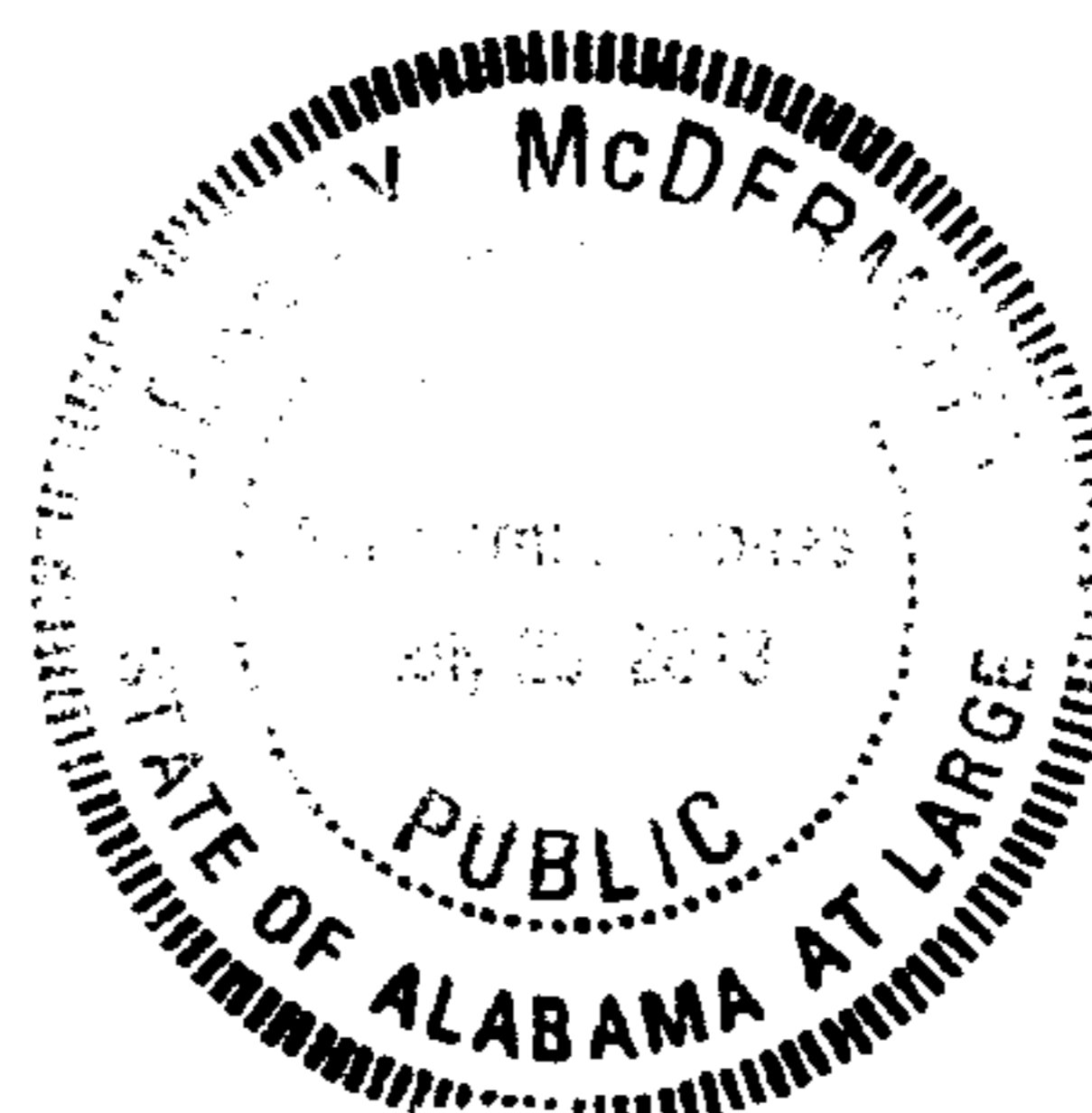
The State of ALABAMA }
SHELBY County }

I JEREMY McDERMOTT, hereby certify that
JERRA DOOLEY

_____ 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 22 day of
NOVEMBER, 2011.


(Style of Officer)

My Commission Expires: JULY 23, 2013




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

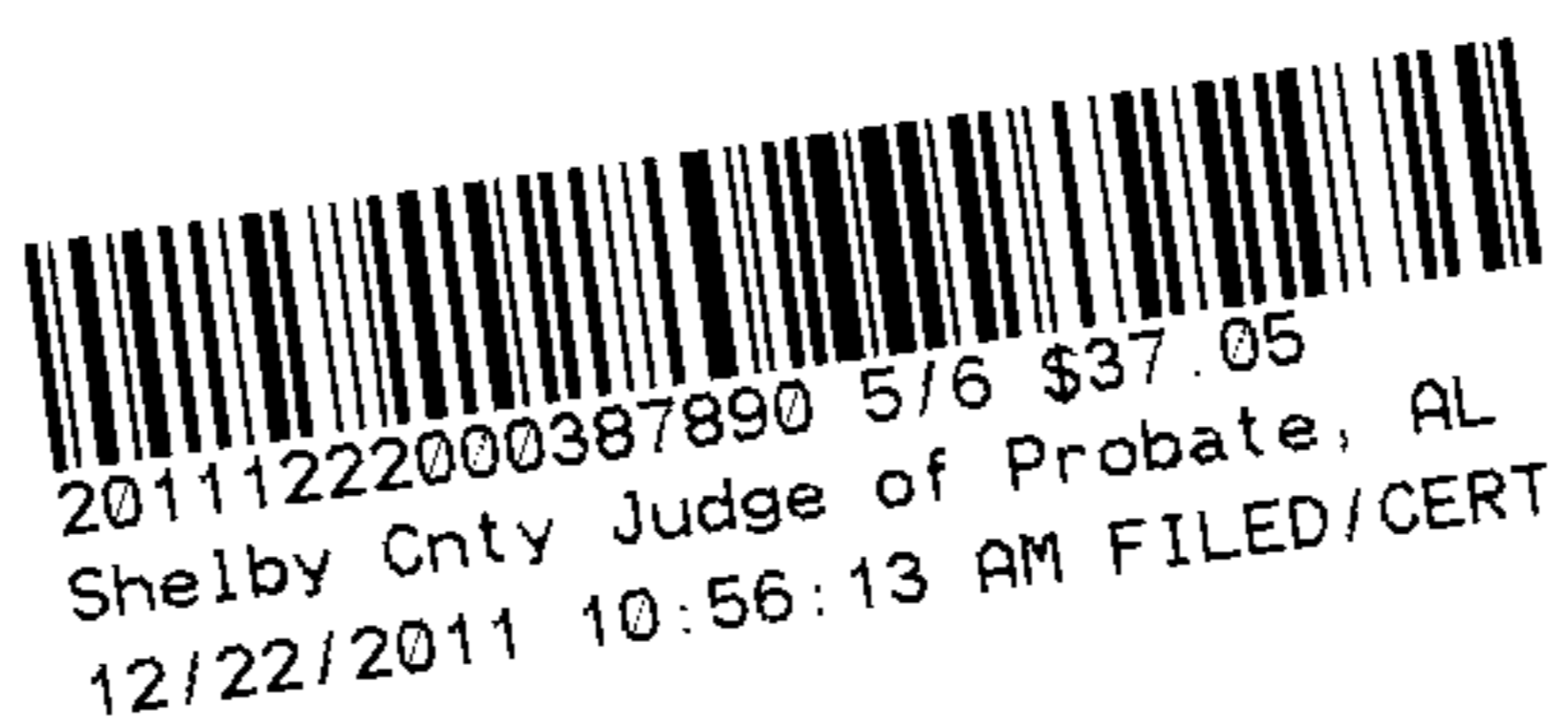
The State of ALABAMA }
SHELBY County }

I JEREMY McDERMOTT, hereby certify that
RANDALL DOOLEY

_____ 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 22 day of
NOVEMBER, 2011.


(Style of Officer)

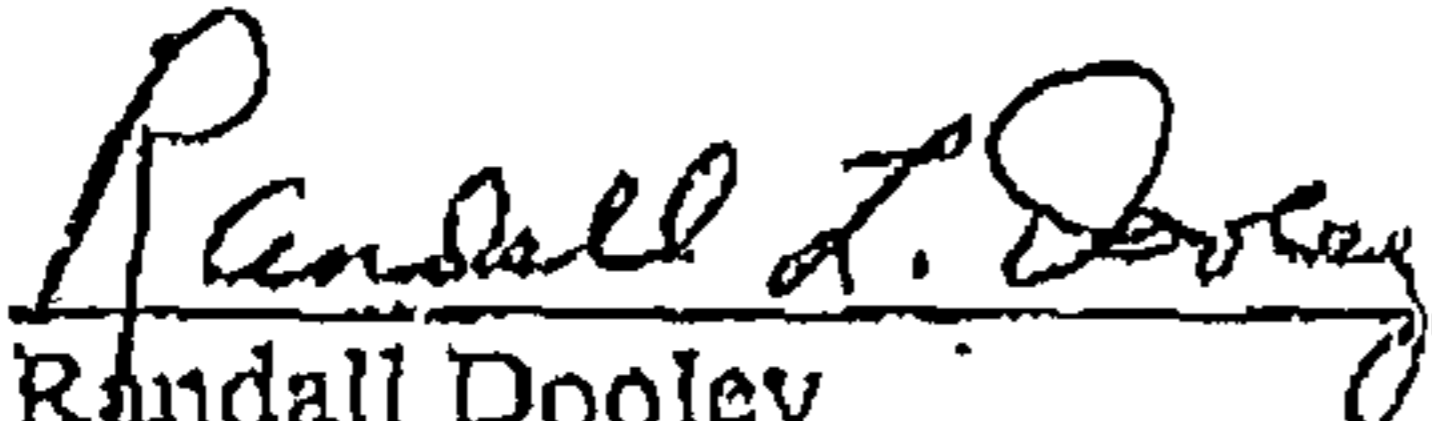
My Commission Expires: JULY 23, 2013



"Addendum for legal description of Mortgage/Deed of Trust dated December 23, 2003, Randall Dooley and Jerra Lynn Dooley, mortgagors."

LEGAL DESCRIPTION:

LOT 29, IN THE SADDLE LAKE FARMS CONDOMINIUM, A CONDOMINIUM, LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM, AS RECORDED IN INST. NO. 1995-17533 AND AMENDED BY INST. #1996-21491 AND ARTICLES OF INCORPORATION OF SADDLE LAKE FARMS ASSOCIATION, INC., AS RECORDED IN INST. NO. 1995-17530, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SADDLE LAKE FARMS CONDOMINIUM AS SET OUT IN THE SAID DECLARATION OF CONDOMINIUM, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF SADDLE LAKE FARMS CONDOMINIUM AS RECORDED IN MAP BOOK 20, PAGE 20 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS AND BUILDING SET-BACK LINES OF RECORD.


Randall Dooley


Jerra Lynn Dooley



20111222000387890 6/6 \$37.05
Shelby Cnty Judge of Probate, AL
12/22/2011 10:56:13 AM FILED/CERT