

20140507000137960
05/07/2014 03:10:04 PM
MORTAMEN 1/7

Tax Parcel No. 092090014019000

After Recording please return to:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
MAC R4058-030
P.O. Box 50010
Roanoke, VA 24022

Prepared By:
Wells Fargo Bank, N.A.
LATRECIA DICKERSON
DOCUMENT PREPARATION
7711 PLANTATION RD
ROANOKE, VA 24019
1-800-580-2195

_____ State of Alabama _____ {Space Above This Line For Recording Data} _____
Account number: 681-681-0980838-1998 Reference number: 20140877700067

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

This Modification Agreement (this "Agreement") is made this 11th day of April, 2014, between Wells Fargo Bank, N.A. as successor-in-interest to WACHOVIA BANK, NATIONAL ASSOCIATION (the "Lender") and AMANDA G. ENDFINGER, AND CHRISTOPHER G ENDFINGER, AS HER NON-VESTED SPOUSE

(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 January 13, 2009, in the original maximum principal amount of \$100,000.00. 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) 1-14 of the County of SHELBY County, State of AL as document No. ~~200901230000218~~ (the "Security Instrument"), in connection with filing of which, a mortgage registry tax was paid to the Treasurer of said County in the amount of \$200.00 on January 23, 2009 and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number 200901230000218, and covering real property located at

1071 BALDWIN LN, BIRMINGHAM, AL 35242

(the "Property") and described as follows:

*2009012300021850

SEE ATTACHED EXHIBIT

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 \$300,000.00 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.

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 Statement of Fees, Charges, and Disbursements Addendum 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 Statement of Fees, Charges, and Disbursements Addendum 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/Co-Signer 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/co-signer"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor/co-signer's obligations in connection with the line of credit. The co-trustor/co-mortgagor/co-signer 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/co-signer 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/co-signer's consent.

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


Borrower CHRISTOPHER G ENDFINGER


Borrower AMANDA G ENDFINGER

Wells Fargo Bank, N.A.
By:  (Seal)
Its: ~~Regional Bank Private Banker~~ officer of Wells Fargo

{ Acknowledgments on Following Pages }

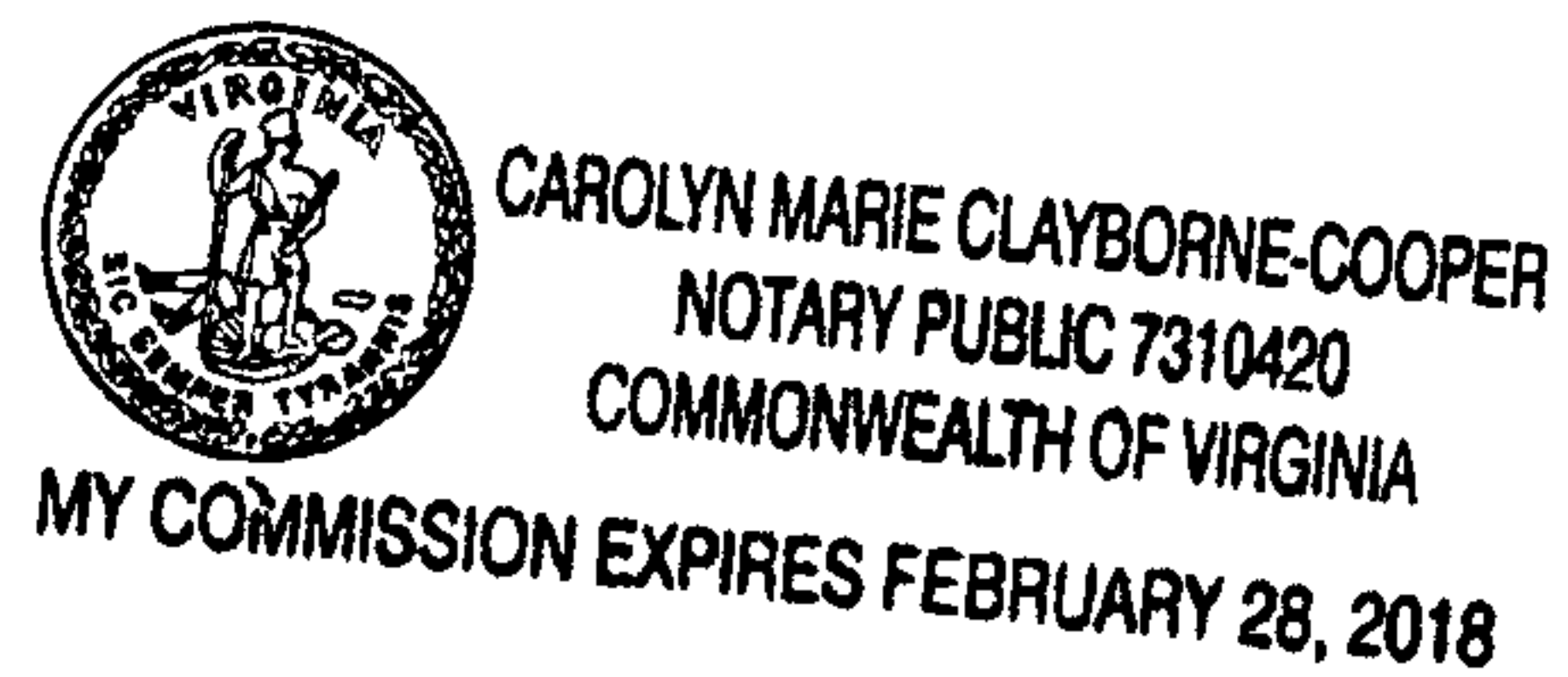
FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF VA
COUNTY OF Rockbridge) ss.

On this 1 day of May, 2014, before me, a Notary Public in and for said county personally appeared Jennifer Ayers to me personally known, who being by me duly (sworn or affirmed) did say that that person is Officer 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 Officer acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Carolyn Marie Clayborne Cooper Notary Public State of VA

My commission expires: 2-28-18



FOR NOTARIZATION OF BORROWERS

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

The State of Alabama }
Shelby County }

I Joseph Kassouf hereby certify that

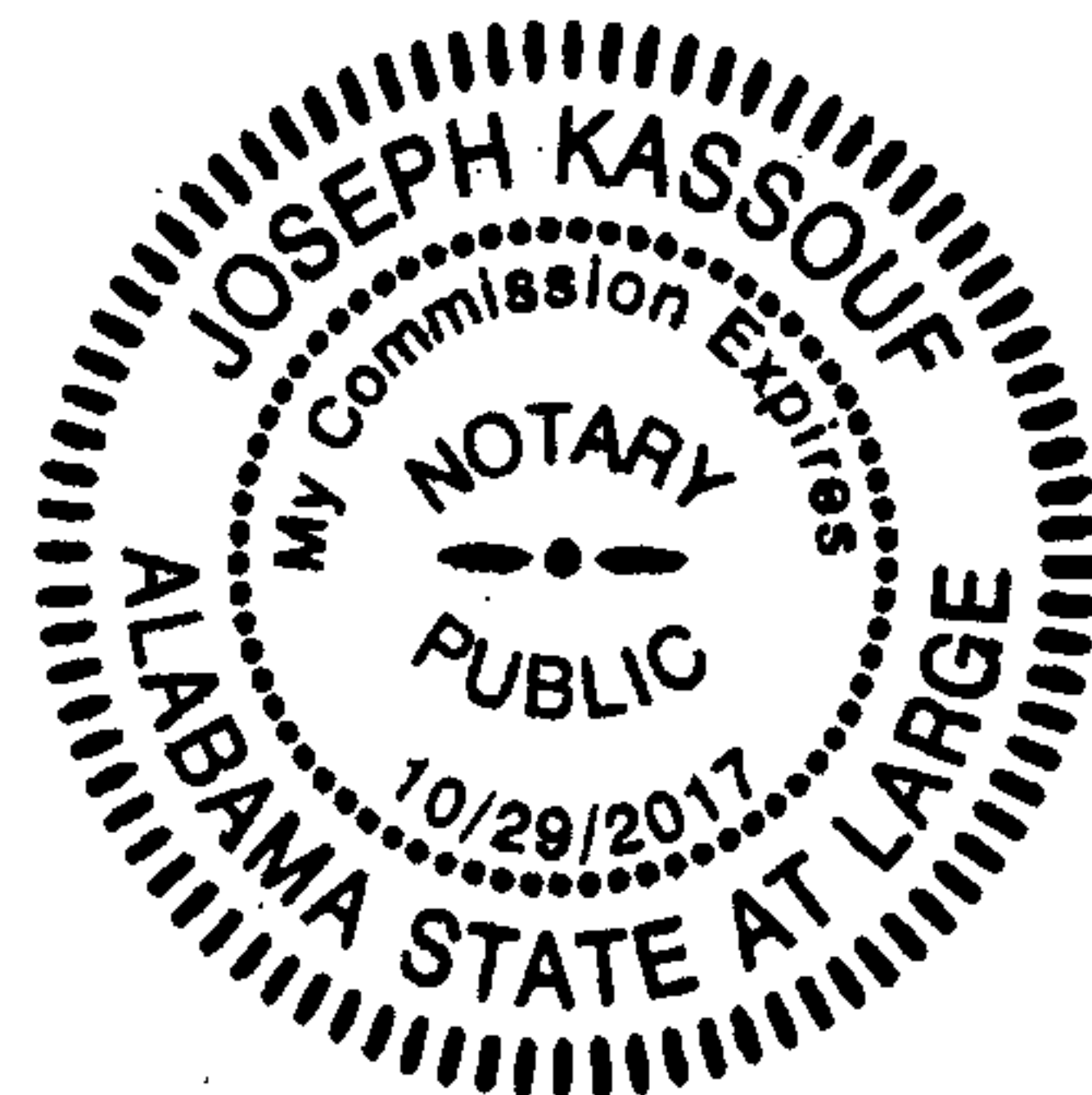
CHRISTOPHER G ENDFINGER

AMANDA G ENDFINGER

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 11 day of April, 2014.

[Signature]
(Style of Officer)

My Commission Expires: October 29, 2017



Loan Originator's Name: Jennifer Jaunett Carson
NMLSR ID: 1152516

EXHIBIT A

Reference: 20140877700067

Account: 681-681-0980838-1xxx

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT: LOT 2821, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 28TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 34, PAGE 30, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INST. #1996-17543 AND FURTHER AMENDED IN INST. # 1999-31095 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 28TH SECTOR, RECORDED AS INSTRUMENT NO. 20041109000615190 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION"). SUBJECT TO: EXISTING COVENANTS AND RESTRICTIONS, EASEMENTS, BUILDING LINES AND LIMITATIONS OF RECORD. BEING THE SAME PREMISES CONVEYED TO AMANDA G. ENDFINGER FROM DISTINCTIVE BUILDERS, INC., AN ALABAMA CORPORATION BY STATUTORY WARRANTY DEED DATED 4/15/2005, AND RECORDED ON 4/22/2005, DOCUMENT # 20050422000192830, IN SHELBY COUNTY, AL.



Exhibit A, HE1010
HE-101033-0212

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/07/2014 03:10:04 PM
\$332.00 CHERRY
20140507000137960

D

1/1
I-10-2014 12:03:14