

Tax Parcel No. 038280004014000

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02/17/2015 03:46:51 PM
MORT 1/6

After recording, return recording
information to: 204 1212 1917

American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

Prepared By:
Wells Fargo Bank, N.A.
KRISTY MARIE BELL
DOCUMENT PREPARATION
7711 PLANTATION RD
ROANOKE, VA 24019
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State of Alabama {Space Above This Line For Recording Data}
Account number: XXX-XXX-XXX8649-1998 Reference number: 20143387500037

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

This Modification Agreement (this "Agreement") is made this 22nd day of January, 2015, between Wells Fargo Bank, N.A. as successor-in-interest to WACHOVIA BANK, NATIONAL ASSOCIATION (the "Lender") and ALLAN J. LANG AND KATHY J. LANG, A MARRIED COUPLE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM

(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 20, 2006, in the original maximum principal amount of \$175,000.00. 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) N/A of the County of SHELBY County, State of AL as document No. ~~200611150005588~~ (the "Security Instrument"), and covering real property located at 839 BISHOPS CT, BIRMINGHAM, AL 35242 (the "Property") and described as follows:

*Document #20061115000558840

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT: LOT 14, ACCORDING TO THE SURVEY OF GREYSTONE, 8TH SECTOR, PHASE I, AS RECORDED IN MAP BOOK 21, PAGE 151, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO: EXISTING COVENANTS AND RESTRICTIONS, EASEMENTS, BUILDING LINES AND LIMITATIONS OF RECORD. BEING THE SAME PREMISES CONVEYED TO ALLAN J. LANG AND KATHY J. LANG, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM FROM TERRY M. CREEL AND WIFE, MARY S. CREEL BY JOINT SURVIVORSHIP DEED DATED 6/18/2002, AND RECORDED ON 6/24/2002, DOCUMENT # 20020624000294480, 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 \$200,000.00 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.

Change in Margin. The Lender and the Borrower agree that the Margin on the Line of Credit Advances, as specified in the Line of Credit Agreement, is hereby increased to NEGATIVE ZERO AND FIVE HUNDRED THOUSANDTH percentage point(s) (-0.500%) as of the date of this Agreement. This may result in an increase in the Daily Periodic Rate, corresponding Annual Percentage Rate and Minimum Monthly Payment.

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.

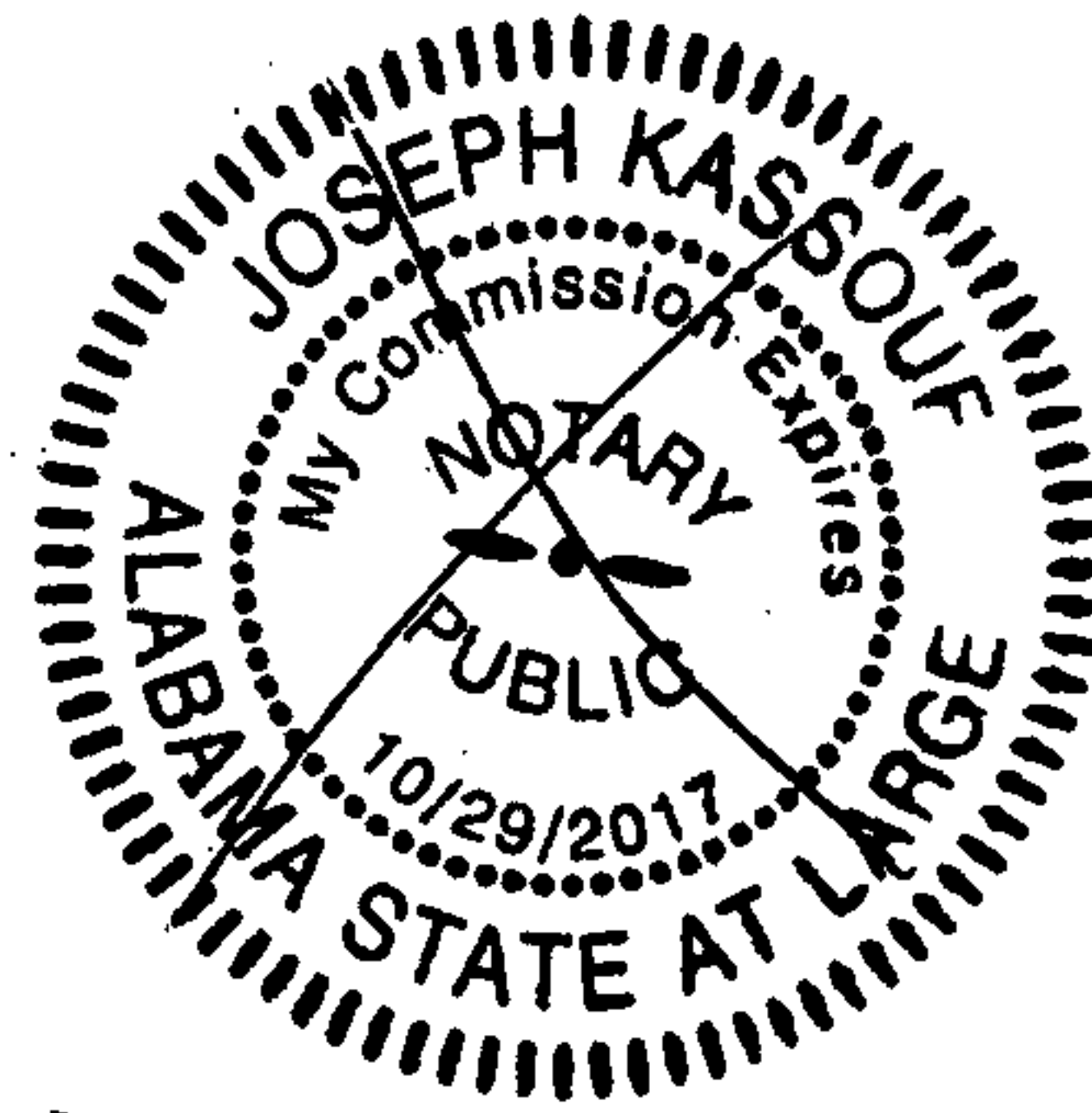
The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

Allan J Lang

Borrower ALLAN J LANG

Kathy J Lang

Borrower KATHY J LANG



Wells Fargo Bank, N.A.

By: *Joseph Kassouf* (Seal)

Its: *Notary Public*

Lisa Rittenhouse
Lisa Rittenhouse

VICE PRESIDENT LOAN DOCUMENTATION

{ Acknowledgments on Following Pages }

FOR NOTARIZATION OF LENDER PERSONNEL

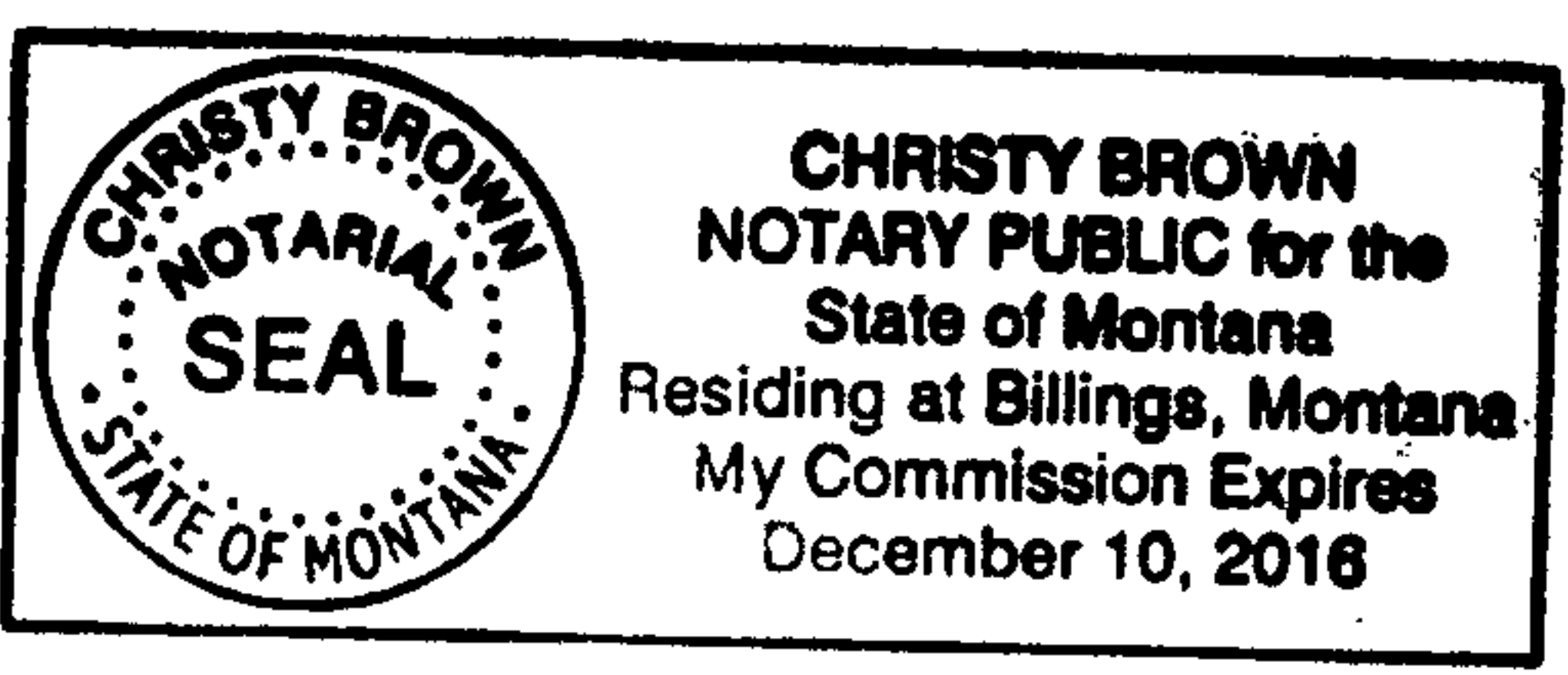
STATE OF Montana)
COUNTY OF Yellowstone) ss.

On this 29 day of January, 20 15 before me, a Notary Public in and for said county personally appeared Lisa Rittenhouse, to me personally known, who being by me duly (sworn or affirmed) did say that that person is VICE PRESIDENT LOAN DOCUMENTATION 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 LOAN DOCUMENTATION acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Christy B
Notary Public Christy Brown

Montana
State of

My commission expires: 12-10-2016



FOR NOTARIZATION OF BORROWERS

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

The State of Alabama }
Shelby County County }

I Joseph Kassouf hereby certify that

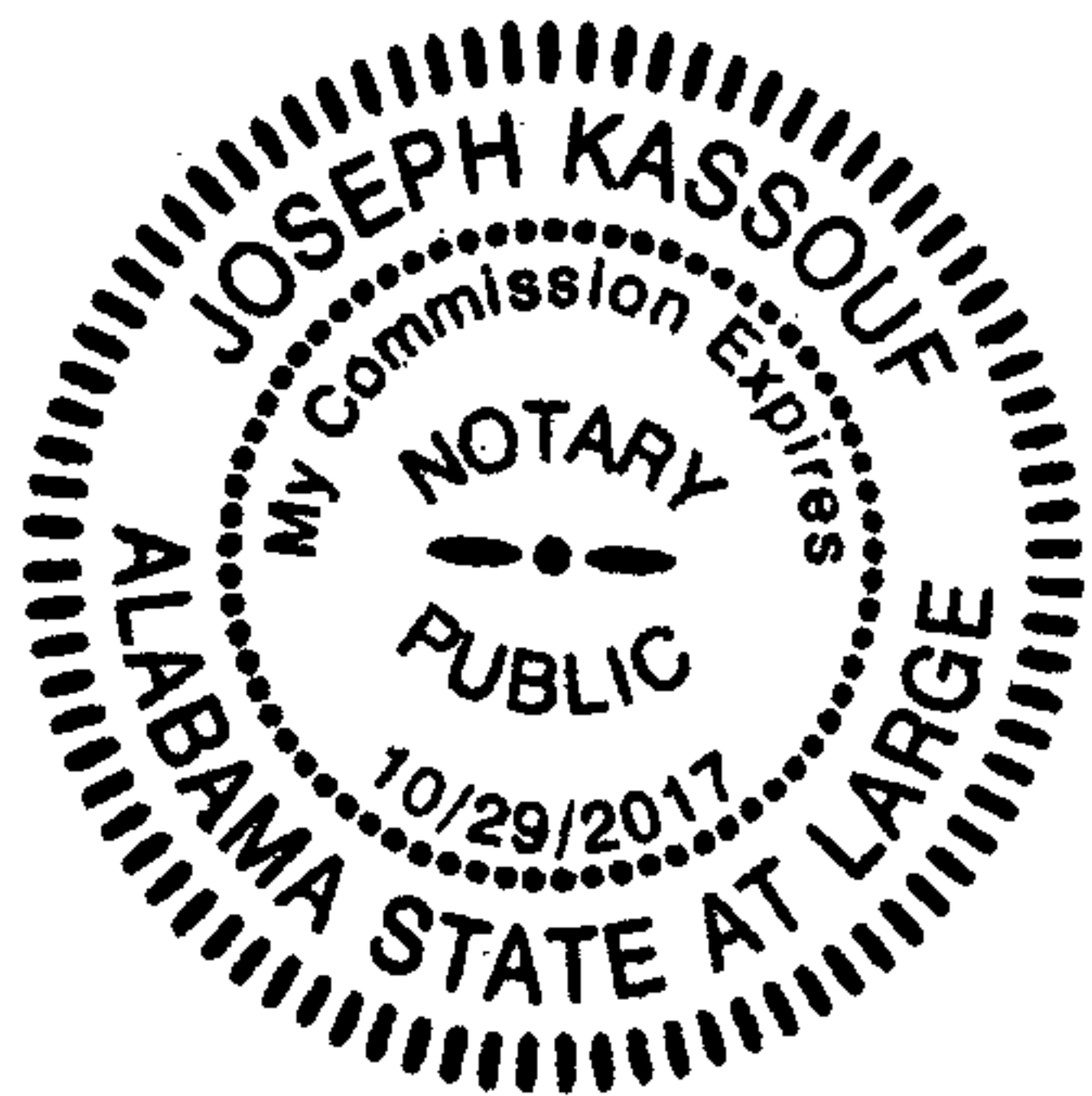
ALLAN J LANG

KATHY J LANG

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 January, 2015

Joseph Kassouf
(Style of Officer)

My Commission Expires: October 29, 2017



Loan Originator's Name: Patrick Raymond Sands
NMLSR ID: 1208383



AL Loc Mod Agrmt, LM106001, HCWF#548 v10 (8/16/14)
LM-106001-0314

6/6
Documents Processed 01-20-2015 14:09:54



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/17/2015 03:46:51 PM
\$66.50 CHERRY
20150217000051000

James W. Fuhrmeister