

Tax Parcel No. 13-8-27-2-001-001.016

Recording Requested By and
After Recording Return To:
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

Prepared By:
Wells Fargo Bank, N.A.
ALICIA LINDEBERG
DOCUMENT PREPARATION
7711 PLANTATION RD
ROANOKE, VA 24019
1-866-537-8489

20161108000411580
11/08/2016 08:34:11 AM
MORTAMEN 1/6

_____ State of Alabama _____ {Space Above This Line For Recording Data} _____
Account number: XXX-XXX-XXX2310-1998 Reference number: 20162052200012

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

This Modification Agreement (this "Agreement") is made this 22nd day of October, 2016, between Wells Fargo Bank, N.A. as successor-in-interest to WACHOVIA BANK, NATIONAL ASSOCIATION (the "Lender") and JANICE E. MCMAHAN AND KENNETH B. MCMAHAN, MARRIED TO EACH OTHER JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

(individually and collectively, the "Borrower").

*Document #20070515000226620

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated April 20, 2007, in the original maximum principal amount of \$64,000.00. 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 ~~7-000226620~~ (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 \$146.00 on May 15, 2007 and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number _____, and covering real property located at 102 CEDAR BEND DR, HELENA, AL 35080 (the "Property") and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA: LOT 14, BLOCK 3, ACCORDING TO THE SURVEY OF CEDAR BEND, PHASE 1, AS RECORDED IN MAP BOOK 17, PAGE 139 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA; THIS BEING THE SAME PREMISES AS CONVEYED TO JANICE E. MARTIN BY DEED FROM BENNY V. LATINO, JR. AND ALICE COLE LATINO. BEING THE SAME PREMISES CONVEYED TO JANICE E. MCMAHAN AND KENNETH B. MCMAHAN, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP FROM JANICE E. MCMAHAN, N/K/A JANICE E. MARTIN, AND KENNETH B. MCMAHAN, WIFE AND HUSBAND BY STATUTORY WARRANTY DEED DATED 6/13/2003, AND RECORDED ON 6/30/2003, DOCUMENT # 20030630000406830, 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 \$74,000.00 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.

Janice E. McMahon
Borrower JANICE E. MCMAHAN

Kenneth B. McMahon
Borrower KENNETH B. MCMAHAN

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Ronda Dora Blake
NMLSR ID: 634691

Wells Fargo Bank, N.A.

By: *Christina A. Brown* (Seal)

Its: *Christina A. Brown*

Vice President Loan Documentation

{ Acknowledgments on Following Pages }

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Montana)

COUNTY OF Yellowstone) ss.

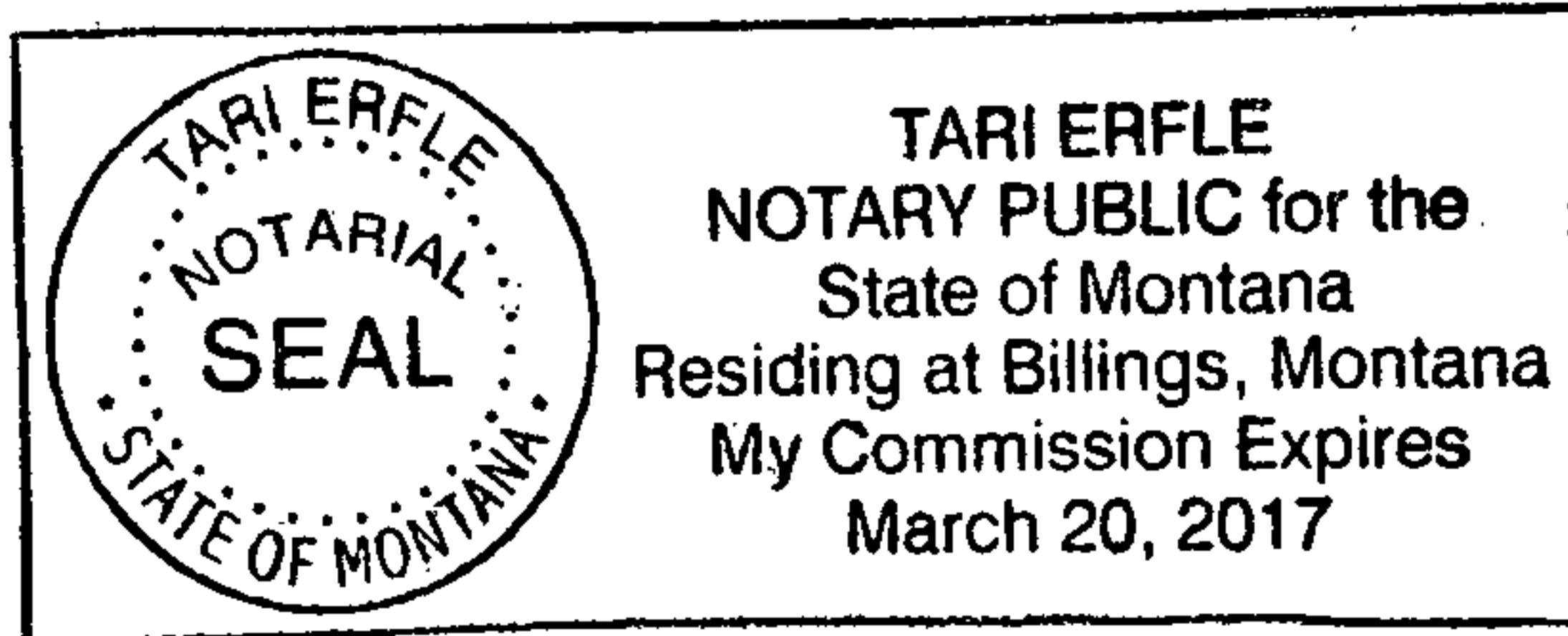
On this 2nd day of November, 2016, before me, a notary public in and for said county personally appeared Christina A. Brown, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Vice President Loan Documentation

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.

Tari Erfle
Notary Public Tari Erfle

Montana
State of

My commission expires: 3/20/17



FOR NOTARIZATION OF BORROWERS

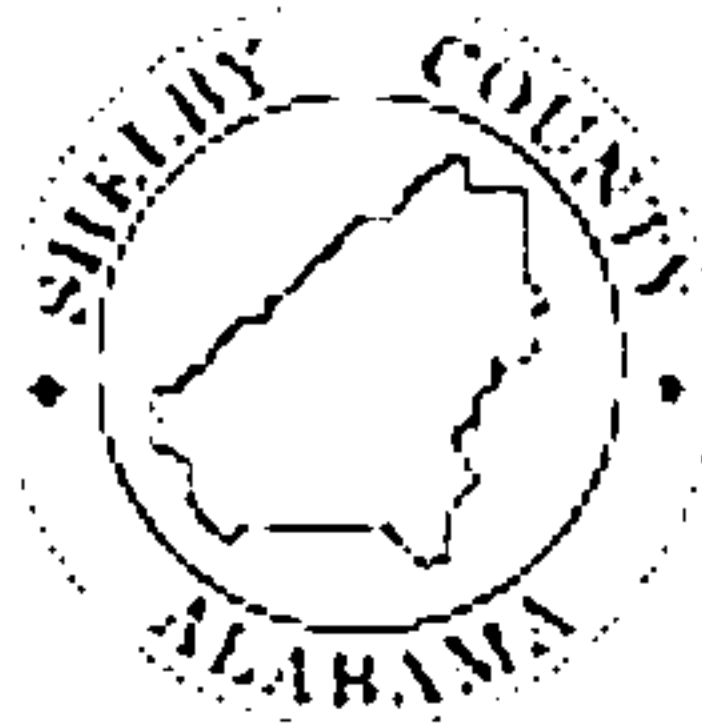
For An Individual Acting in His/Her Own Right:
ACKNOWLEDGMENT FOR INDIVIDUAL

The State of Alabama }
Jefferson County }

I Joanna Hakim, hereby certify that

JANICE E. MCMAHAN

KENNETH B. MCMAHAN



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/08/2016 08:34:11 AM
\$47.00 DEBBIE
20161108000411580

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 20th day of October, 2016.

(Signature of Notary Public)

My Commission Expires: 1-29-2019

