

RETURN TO:
Wells Fargo Bank, N.A.
2324 Overland Ave
Billings, MT 59102


20170412000123900 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
04/12/2017 12:50:35 PM FILED/CERT

MODIFICATION AGREEMENT PERMITTING TRANSFER OF PROPERTY TO REVOCABLE LIVING TRUST

Account Number: **68109175751XXX SC125248843**

This Agreement is made this **27th** day of **March, 2017**, by and among **James S Ridgeway**, ([collectively] the "Trustee") under **The James S Ridgeway Living Trust, dated June 30, 2012 and any amendments thereto and James S Ridgeway, unmarried**, ([collectively] the "Grantor") and **Wells Fargo Bank, N.A.**, a national banking association (the "Bank").

WHEREAS, as the Bank is the holder of a certain promissory note from the Grantor, dated **11/10/2006**, payable to the order of the Bank in the principal amount of **\$ 95,400.00** (the "Note"); and,

WHEREAS, the Note is secured by the lien of a mortgage or deed of trust dated **11/20/2006**, executed and delivered by the Grantor to the Bank, recorded as Document No. **20070126000041310**, Book **N/A** and Page **N/A** in the **Shelby** County, Alabama Recorder's Office (the "Mortgage") covering the property legally described therein (the "Property"); and,

WHEREAS, the Grantor has transferred and conveyed to the Trustee all of the Grantor's right, title and interest in and to the Property pursuant to a deed dated **07/17/2012**, and recorded in the above referenced office on **07/23/2012**, as Document No. **20120723000261900** Book **N/A** and Page **N/A** (the "Deed"); and,

WHEREAS, the Trustee has agreed to be bound by and to perform certain obligations of the Grantor to the Bank under the Mortgage, which secures the indebtedness evidenced by the Note; and,

WHEREAS, the Bank is willing to allow and acknowledge the transfer of the Property pursuant to the Deed, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Agreement agree as follows:

1. The Trustee hereby agrees to be subject to all of the covenants and agreements in the Mortgage. The Trustee agrees to perform all of the covenants and agreements in the Mortgage (at the time and in the manner provided for herein) that relate to the payment of taxes, maintaining insurance, and other items that relate to the maintenance and preservation of the Property, and the Trustee acknowledges that the lien of the Mortgage secures the indebtedness evidenced by the Note.

2. The Grantor expressly agrees with the Bank that neither the execution of this Agreement nor the transfer of the Grantor's interest in the property described in the Mortgage shall discharge, satisfy or release the

liability of the Grantor under the Note or the Mortgage. Grantor remains liable to the Bank for the payment and performance of all obligations arising under the Note and the Mortgage until all indebtedness evidenced thereby is paid in full. Grantor expressly waives all defenses and discharges available to guarantors, sureties, accommodation parties or endorsers, dependent upon Grantor's character as such.

3. In connection with the transfer of the Property by the Grantor to the Trustee, the Bank hereby waives the provision in the Mortgage that prohibits the sale or transfer of the Property (or any interest in the Property). Grantor and Trustee acknowledge, however, that this waiver shall not be construed as a waiver of any other provisions of the Mortgage, nor shall it be construed as a waiver of any future breach of the provision that prohibits the sale or transfer of the Property (or any interest in the Property).

4. The Grantor is the settler and beneficiary of the Trust.

5. The Trustee hereby represents and acknowledges that in exchange for its agreement to the terms hereto and the terms of the Mortgage and Note it has received valuable and sufficient consideration.

6. This Agreement is binding upon and inures to the benefit of the Grantor and Trustee and their respective heirs, legal representatives, successors and assigns and of the Bank and its successors and assigns. Whenever used herein, the singular shall include the plural and the plural shall include the singular, as the context dictates, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

GRANTOR:

The James S Ridgeway Living Trust, dated June 30, 2012 and any amendments thereto

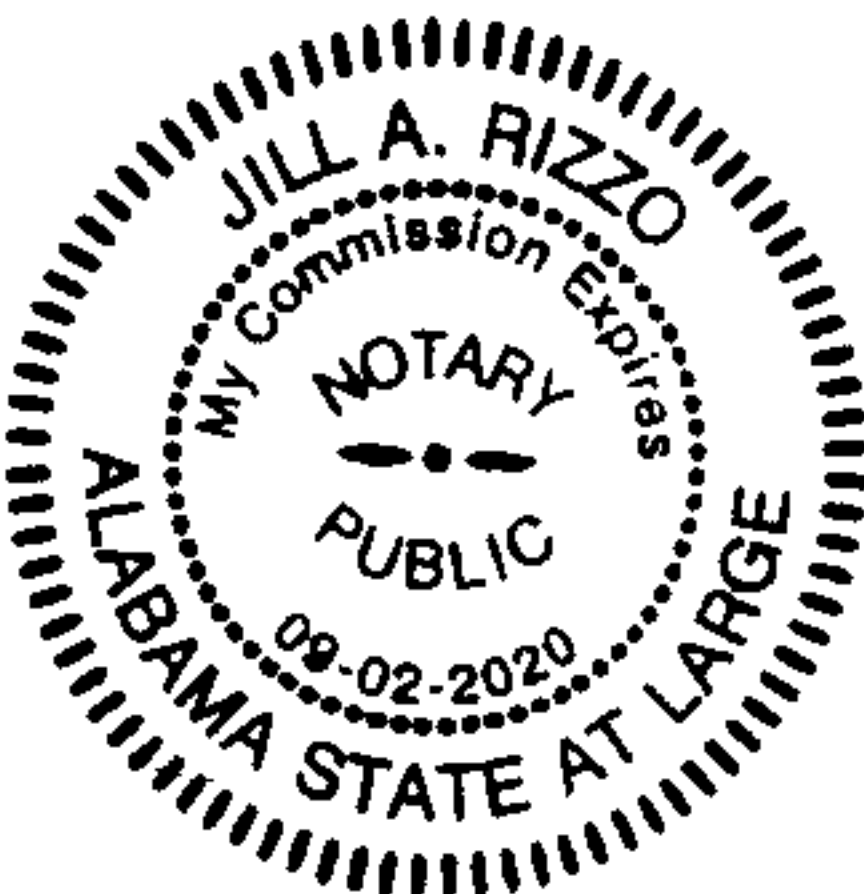
James S. Ridgeway
James S Ridgeway

James S. Ridgeway
James S Ridgeway, Trustee

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The State of Alabama }
Jefferson County }

I Jill A. Rizzo, hereby certify that James S Ridgeway 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 30 day of March, 2017.



Jill A. Rizzo
(Style of Officer)

My Commission Expires: 9/2/2020

WELLS FARGO BANK, N.A.

By: Barb Berglund
Barb Berglund, Vice President Loan Documentation

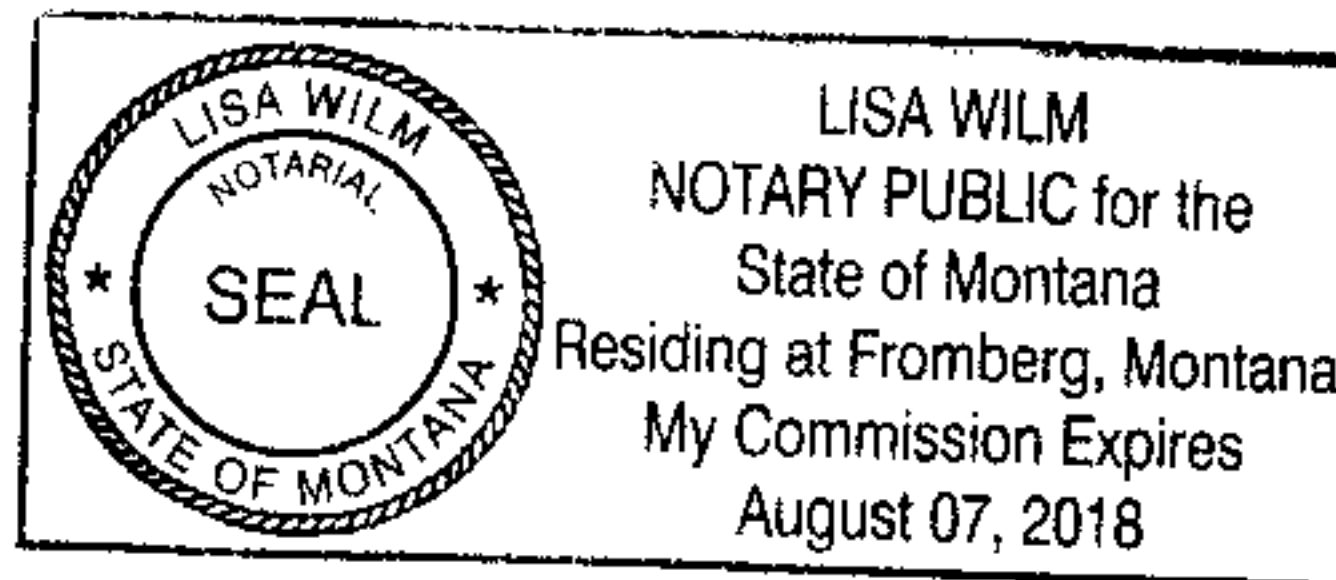
STATE OF Montana, COUNTY OF Yellowstone, To Wit:

The foregoing instrument was acknowledged before me on **April 6, 2017**, by **Barb Berglund**, Vice President Loan Documentation of **Wells Fargo Bank, N.A.**, an association under the laws of the United States of America, on behalf of the association.

Lisa Wilm

Lisa Wilm
Notary Public for the State of Montana
Resides at: **Fromberg, MT**
My Commission expires: **08/07/2018**

This document prepared by:
Barb Berglund Agent
Wells Fargo Bank, N.A.
2324 Overland Ave
Billings, MT 59102
866-439-3557



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