

Tax Parcel No. 3-10-01-2

20180105000004870  
01/05/2018 08:29:53 AM  
MORTAMEN 1/6

After Recording please ~~return to:~~

Wells Fargo Bank, N.A.

Attn: Document Mgt.

P.O. Box 31557

MAC B6955-013

Billings, MT 59107-9900

**Return to: Dawn Tetlak/AEG**  
5455 Detroit Rd, STE B  
Sheffield Village, OH 44054  
440-716-1820 *lp*

Prepared By:

Wells Fargo Bank, N.A.

MARCELLA FRANKLIN

DOCUMENT PREPARATION

7711 PLANTATION RD

ROANOKE, VA 24019

1-866-537-8489

\_\_\_\_ State of Alabama \_\_\_\_\_ {Space Above This Line For Recording Data} \_\_\_\_\_  
Account number: XXX-XXX-XXX0936-1998 Reference number: 20172755700005

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

3257466-03

This Modification Agreement (this "Agreement") is made this 14th day of December, 2017, between Wells Fargo Bank, N.A. (the "Lender") and MATTHEW E. CASH AND COURTNEY B. CASH, MARRIED TO EACH OTHER, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP

(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 July 08, 2016, in the original maximum principal amount of \$50,000.00. 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 \_\_\_\_\_ at page(s) 13 of the County of SHELBY County, State of AL as document No. 20160719000252190 (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 \$126.00 on July 19, 2016 and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number 20160719000252190, and covering real property located at 53 BURNHAM ST, BIRMINGHAM, AL 35242 (the "Property") and described as follows:

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN SHELBY COUNTY, AL TO WIT: LOT 7-35, BLOCK 7, ACCORDING TO THE MAP OF MT. LAUREL-PHASE 1A, AS RECORDED IN MAP BOOK 27, PAGE 72B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. SUBJECT TO ALL MATTERS OF PUBLIC RECORD, INCLUDING, BUT NOT LIMITED TO EASEMENTS, RESTRICTIONS OF RECORD, AND OTHER MATTERS WHICH MAY BE VIEWED BY OBSERVATION. THIS BEING THE SAME PROPERTY CONVEYED TO MATTHEW E. CASH AND COURTNEY B. CASH, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, BY DEED FROM COULTER R. BOYLE, III AND JUDY A. BOYLE, HUSBAND AND WIFE, DATED 09/25/2013 AND RECORDED ON 09/30/2013 IN INSTRUMENT NO. 20130930000390000, IN THE SHELBY COUNTY RECORDERS OFFICE. PARCEL NO. 3-10-01-2

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 \$80,000.00 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

MATTHEW E. CASH

12/14/17

Borrower

COURTNEY B. CASH

12/14/17

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

Loan Originator's Name: Cassandra Rae James  
NMLSR ID: 1649822

Wells Fargo Bank, N.A.

By: Jan Kershaw (Seal)

Its: JAN KERSHAW 12.26.2017  
VICE PRESIDENT LOAN DOCUMENTATION

{ Acknowledgments on Following Pages }



FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Montana )  
COUNTY OF Yellowstone ) ss.

On this 26 day of December, 2017, before me, a Notary Public in  
and for said county personally appeared Jan Kershaw, 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.

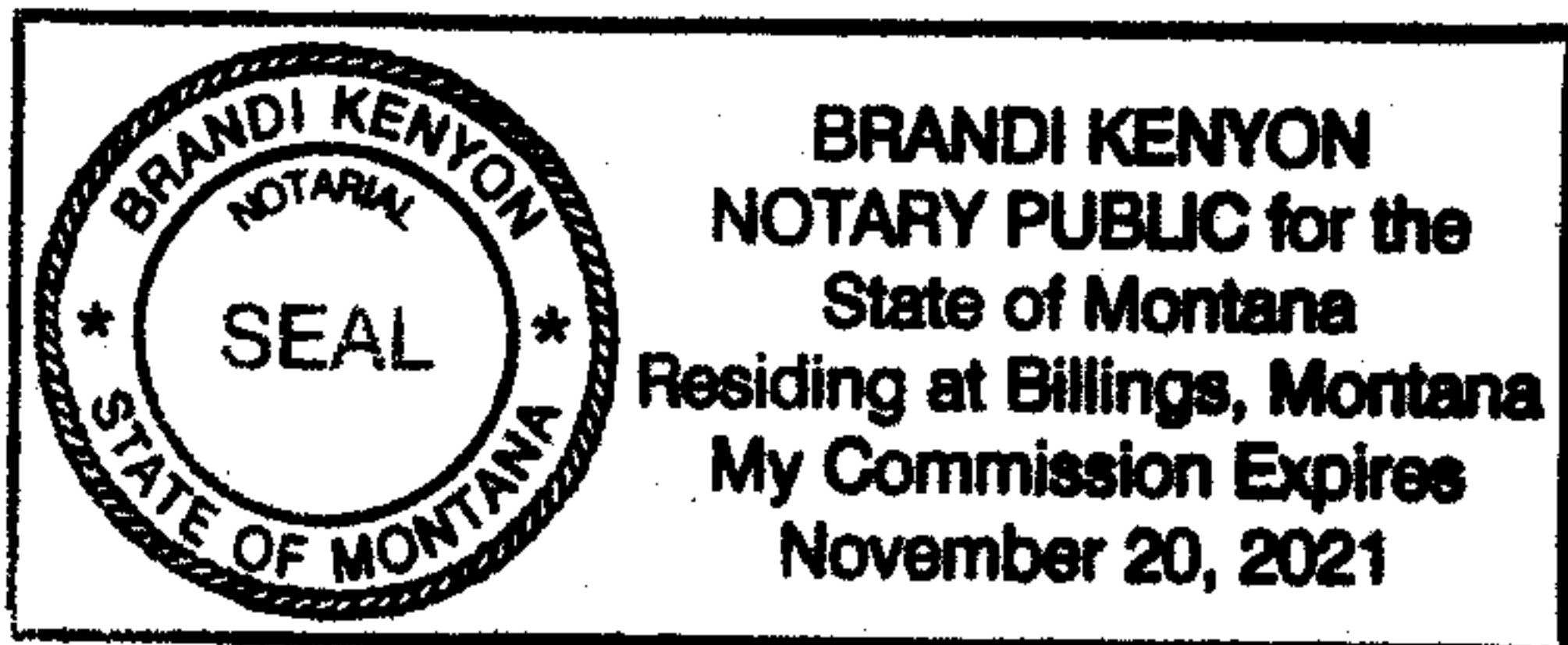
Notary Public

Brandi Kenyon

State of

Montana

My commission expires: 11.20.2021



FOR NOTARIZATION OF BORROWERS

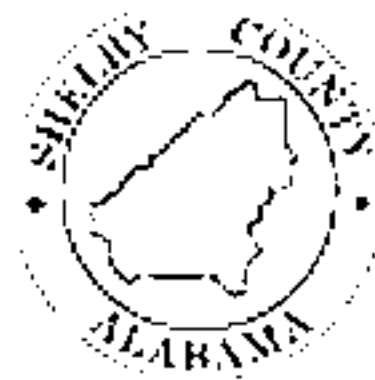
For An Individual Acting in His/Her Own Right:  
ACKNOWLEDGMENT FOR INDIVIDUAL

The State of Alabama }  
Shelby County }

I Della Pender, hereby certify that

MATTHEW E. CASH

COURTNEY B. CASH



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/05/2018 08:29:53 AM  
\$75.00 CHERRY  
2018010500004870

*[Signature]*

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 15 day of Dec., 2017.

Della Pender  
(Signature of Notary Public)

My Commission Expires: 6-16-18

