

20180710000243880
07/10/2018 08:37:45 AM
MORTAMEN 1/7

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Wells Fargo Bank, N.A.

Attn: Document Mgt.

P.O. Box 31557

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Billings, MT 59107-9900

Return to: Dawn Tetlak/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-716-1820 **7**

Prepared By:

Wells Fargo Bank, N.A.

AMBER L WHITLOCK

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-XXX5286-1998 Reference number: 20181350017452

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

3563141-04
This Modification Agreement (this "Agreement") is made this 26th day of June, 2018, between Wells Fargo Bank, N.A. as successor-in-interest to WACHOVIA BANK, NATIONAL ASSOCIATION (the "Lender") and PAUL G. TOMBRELLO AND MARGIE A. TOMBRELLO, MARRIED TO EACH OTHER

(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 December 21, 2007, in the original maximum principal amount of \$ 55,000.00. 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. 20080116000022300 (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 \$ 132.50 on January 16, 2008 and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number 20080116000022300, and covering real property located at 251 SADDLE LAKE DR, ALABASTER, AL 35007 (the "Property") and described as follows:

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 \$246,000.00 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.

4/7

Paul G Tombello

Borrower PAUL G. TOMBRELLO

Margie A Tombello

Borrower MARGIE A. TOMBRELLO

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

Loan Originator's Name: Randal Lee Petersen JR
NMLSR ID: 1686281

Wells Fargo Bank, N.A.

Wells Fargo Bank N.A.

By: Signature *Jan Kershaw* (Seal)

Its: Jan Kershaw
Vice President Loan Documentation

Date 7.5. 2018

{ Acknowledgments on Following Pages }

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Montana
COUNTY OF Yellowstone)^{ss.}

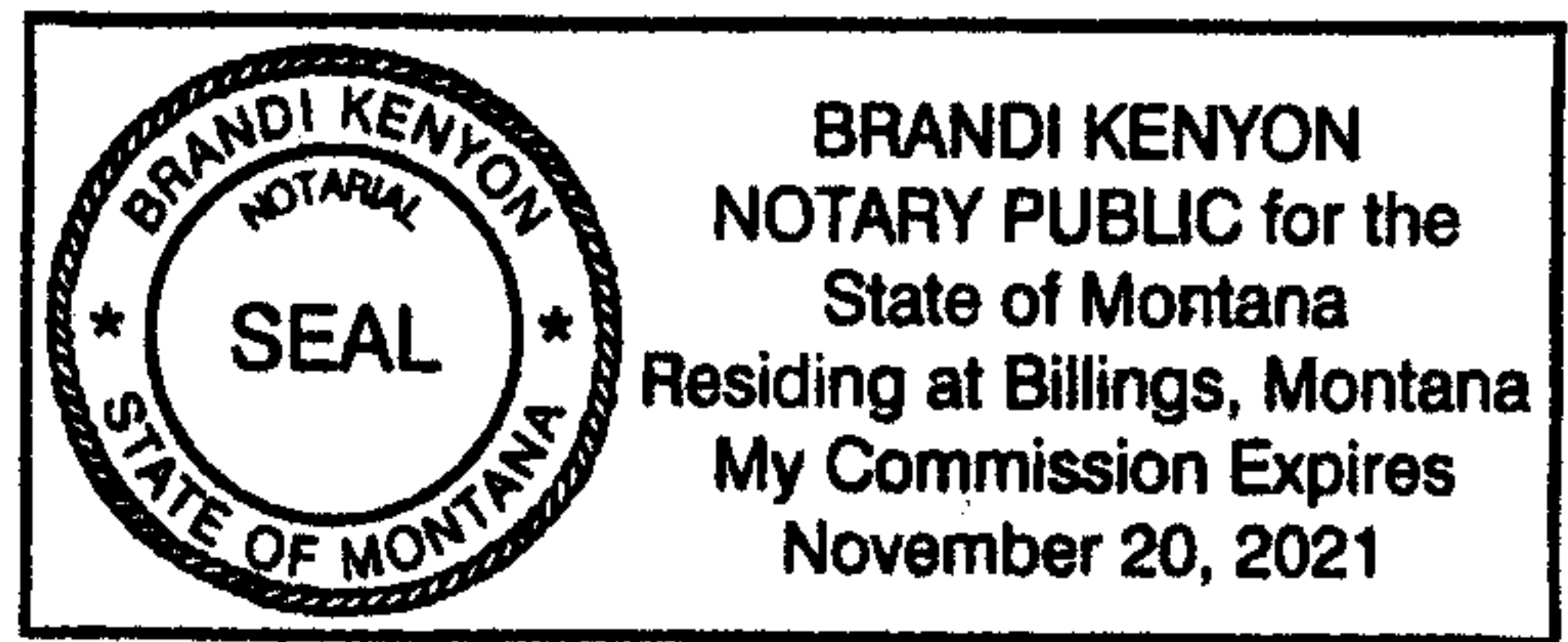
*Wells Fargo Bank, N.A.

On this 5 day of July, 2018, 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

Montana
State of

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 }
Jefferson County }

I Timothy Jenkins, hereby certify that

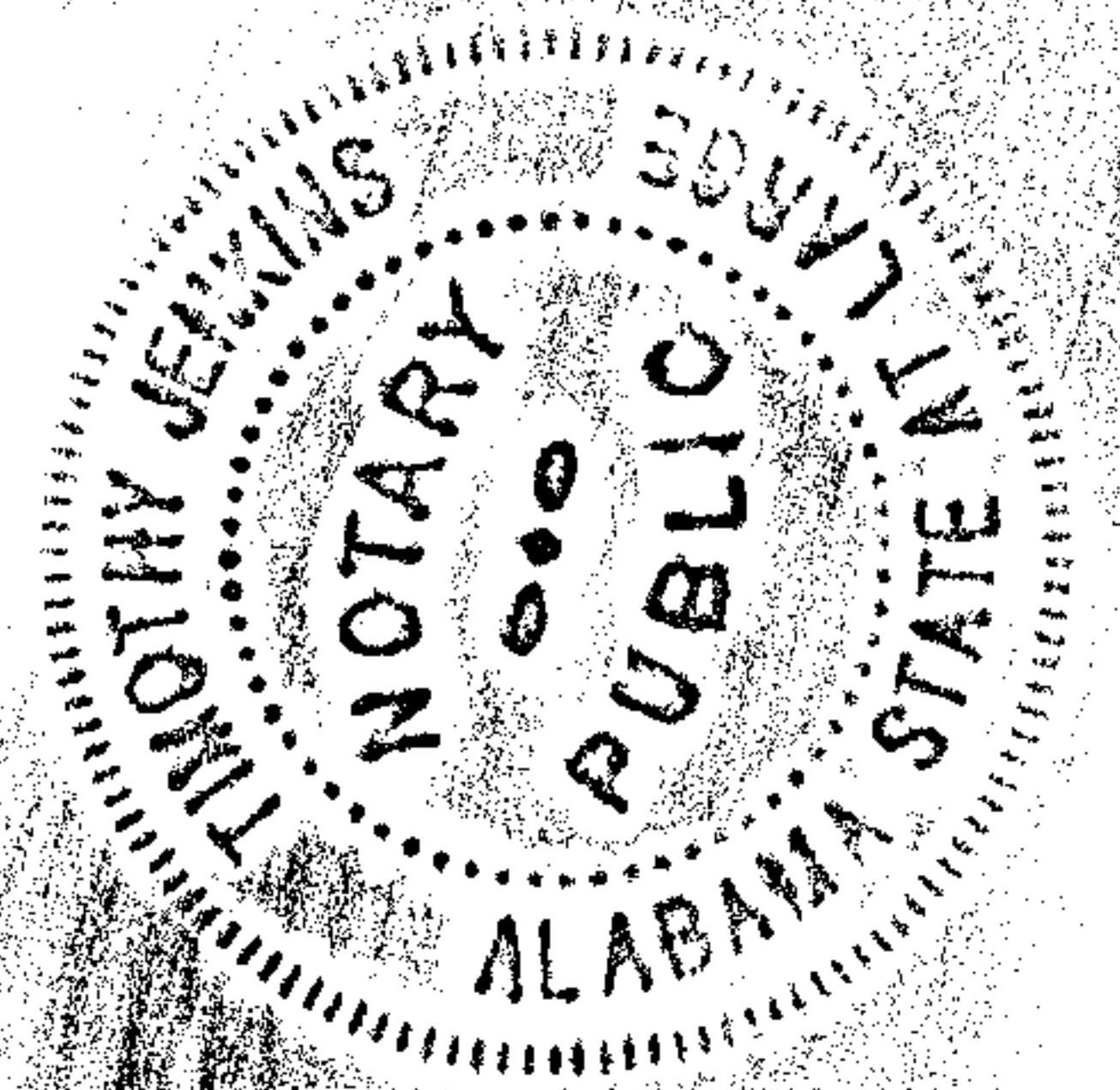
PAUL G. TOMBRELLO

MARGIE A. TOMBRELLO

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 26 day of June, 2018.


(Signature of Notary Public)

My Commission Expires: 04-11-2021

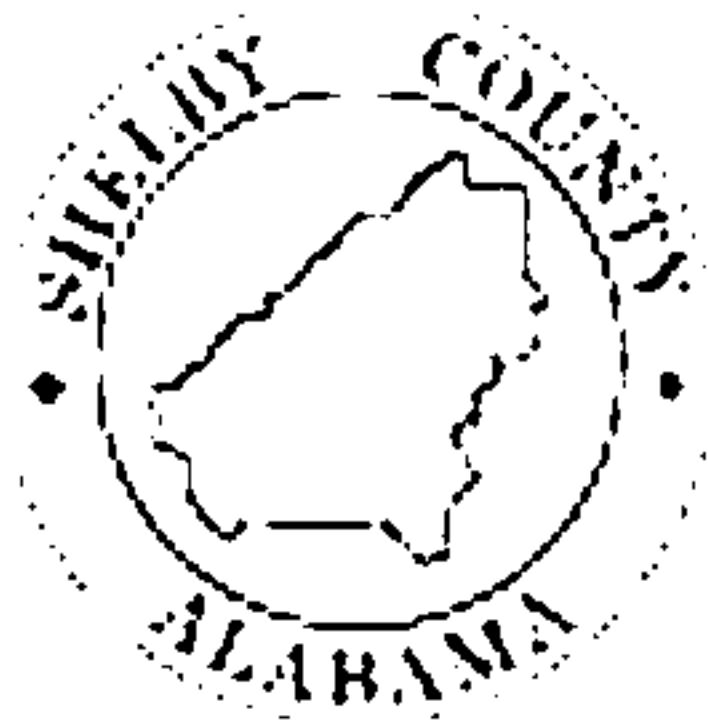


Reference: 20181350017452

Account: XXX-XXX-XXX5286-1998

Legal Description:

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN SHELBY COUNTY, AL TO WIT: LOT 76, ACCORDING TO THE SURVEY OF SADDLE LAKE FARMS CONDOMINIUM, A CONDOMINIUM, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM AS RECORDED IN INST. NO. 1995-17533, AND ARTICLES OF INCORPORATION OF SADDLE LAKE FARMS ASSOCIATION, INC., AS RECORDED IN INST. NO. 1995-17530, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, TOGETHER WITH AN UNDIVIDED 1/74TH INTEREST IN THE COMMON ELEMENTS OF SADDLE LAKE FARMS, A CONDOMINIUM AS SET OUT IN THE DECLARATION OF CONDOMINIUM, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF SADDLE LAKE FARMS CONDOMINIUM, AS RECORDED IN MAP BOOK 20, PAGE 20 A AND B, SHELBY COUNTY, ALABAMA RECORDS. SITUATED IN SHELBY COUNTY, ALABAMA. THIS BEING THE SAME PROPERTY CONVEYED TO PAUL G. TOMBRELLO AND MARGIE A. TOMBRELLO, BY DEED FROM CHRIS REID AND GINGER REID, HUSBAND AND WIFE, DATED 12/05/2007 AND RECORDED ON 12/10/2007 IN INSTRUMENT NO. 20071210000557590, IN THE SHELBY COUNTY RECORDERS OFFICE.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/10/2018 08:37:45 AM
\$319.50 JESSICA
20180710000243880

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the typed name of the county clerk.