

Tax Parcel No. 038270012029000

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.

CHRISTINE L MAXWELL

DOCUMENT PREPARATION

8505 IBM DRIVE 3RD FL

CHARLOTTE, NC 28262

1-800-400-3339

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MORTAMEN 1/6

State of Alabama {Space Above This Line For Recording Data}
Account number: XXX-XXX-XXX7140-1998 Reference number: 20181690013279

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

This Modification Agreement (this "Agreement") is made this 25th day of July, 2018, between Wells Fargo Bank, N.A. (the "Lender") and JOSEPH P. FINNEGAN AND PATRICIA A. FINNEGAN, HUSBAND AND WIFE, 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 January 22, 2016, in the original maximum principal amount of \$ 40,000.00. 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) of the County of SHELBY County, State of AL as ~~document No. 201602050000379~~ (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 \$ 110.00 on February 05, 2016 and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the ~~number 201602050000379~~, and covering real property located at 1723 LAKE HARDWOOD DR, BIRMINGHAM, AL 35242 (the "Property") and described as follows:

*Document Number: 20160205000037910

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 58, ACCORDING TO THE SURVEY OF A SUBDIVISION FOR SINGLE FAMILY RESIDENCES THE COVE OF GREYSTONE PHASE II, AS RECORDED IN MAP BOOK 29, PAGE 136A & 136B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. BEING THE SAME PREMISES CONVEYED TO JOSEPH P. FINNEGAN AND PATRICIA A. FINNEGAN, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM JOSEPH P. FINNEGAN AND PATRICIA A. FINNEGAN, HUSBAND AND WIFE BY WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP DATED 12/3/2009, AND RECORDED ON 12/14/2009, DOCUMENT # 20091214000456530, IN SHELBY COUNTY, AL. Tax Map Reference: 038270012029000

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.

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.

Joseph P. Finnegan 7/27/18
Borrower JOSEPH P. FINNEGAN

Patricia A. Finnegan
Borrower PATRICIA A. FINNEGAN

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

Loan Originator's Name: ~~GEORGE YEAGER III~~
NMLSR ID: 801943

Wells Fargo Bank, N.A.
By: [Signature]
Its: Sr. Vice President

John Ireland
Rachel R Knapp
(Seal) Rachel R Knapp
Vice President Loan Documentation
Wells Fargo Bank, N.A.
Date: 9-3-2018

{ Acknowledgments on Following Pages }

FOR NOTARIZATION OF LENDER PERSONNEL

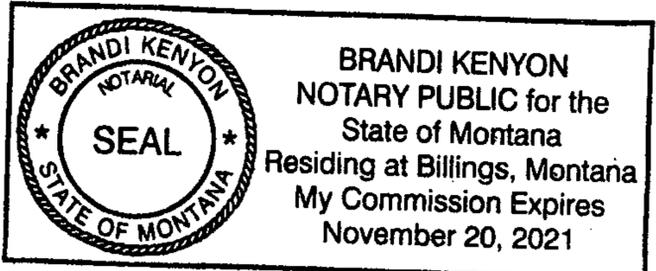
STATE OF Montana

COUNTY OF Yellowstone ss.

On this 3rd day of Sept, 2018, before me, a Notary Public in and for said county personally appeared Rachel R Knapp to me personally known, who being by me duly (sworn or affirmed) did say that that person is VICE PRESIDENT LOAN DOCUMENTATION Wells Fargo Bank NA 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 Wells Fargo Bank NA acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Brandi Kenyon
Notary Public _____ 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 Brittney Myers hereby certify that

JOSEPH P. FINNEGAN

PATRICIA A. FINNEGAN



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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\$270.00 CHERRY
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Allen S. Boyd

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 27 day of July, 2018

Brittney Myers
(Signature of Notary Public)

My Commission Expires: 02/23/2021

