

Tax Parcel No. 09 2 03 1 004 042.000

20190802000277750
08/02/2019 08:40:54 AM
MORTAMEN 1/7

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 Cochran/AEG

5455 Detroit Rd, STE B

Sheffield Village, OH 44054

440-716-1820

Prepared By:

Wells Fargo Bank, N.A.

ROSE BLACKMON

DOCUMENT PREPARATION

8505 IBM DR

CHARLOTTE, NC 28262

1-866-537-8489

_____ State of Alabama _____ { Space Above This Line For Recording Data } _____
Account number: XXX-XXX-XXX6395-1998 Reference number: 20191220004659

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

4172533-63
This Modification Agreement (this "Agreement") is made this 7th day of June, 2019, between Wells Fargo Bank, N.A. (the "Lender") and JASON TIMOTHY WHITE, AND SUSAN WHITE, MARRIED TO EACH OTHER, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, AS TENANTS IN COMMON

*20180320000091140
(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 March 16, 2018, 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 N/A at page(s) N/A of the County of SHLEBY County, State of AL as document No. ~~201803200000911~~* (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 March 20, 2018 and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number ~~201803200000911~~* and covering real property located at

19 ~~NOLAN~~ ST, BIRMINGHAM, AL 35242
(the "Property") and described as follows:

⊗ NOLAN

*20180320000091140

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 \$75,000.00 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.

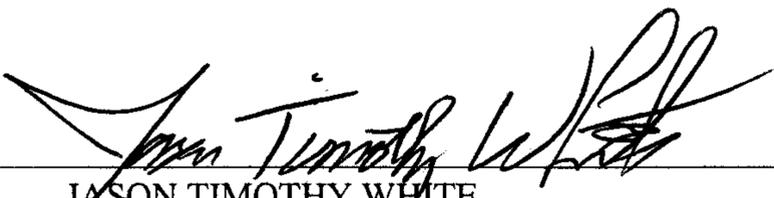
The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

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 JASON TIMOTHY WHITE


Borrower SUSAN WHITE

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

Loan Originator's Name: NARRIEDON C CHANG
NMLSR ID: 984548

Wells Fargo Bank, N.A.

By:  7/9/2019 (Seal)

Its: Xao Vang VICE PRESIDENT LOAN DOCUMENTATION

{ Acknowledgments on Following Pages }

FOR NOTARIZATION OF LENDER PERSONNEL

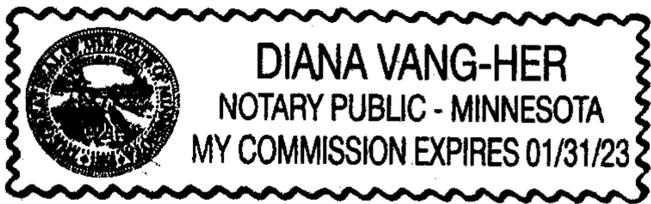
STATE OF Minnesota)
) ss.
COUNTY OF Dakota)

On this 9TH day of July, 2019, before me, a NOTARY PUBLIC in
and for said county personally appeared XAO VANG, 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, N.A. 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, N.A. acknowledged the
execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

[Signature]
Notary Public Diana Vang-Her

State of Minnesota

My commission expires: 01/31/2023



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FOR NOTARIZATION OF BORROWERS

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

The State of Alabama)
Jefferson County }

I Patrick Miller, hereby certify that

JASON TIMOTHY WHITE

SUSAN WHITE

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 7th day of June, 20 19.

Patrick Miller
(Signature of Notary Public)

My Commission Expires: 5/10/23

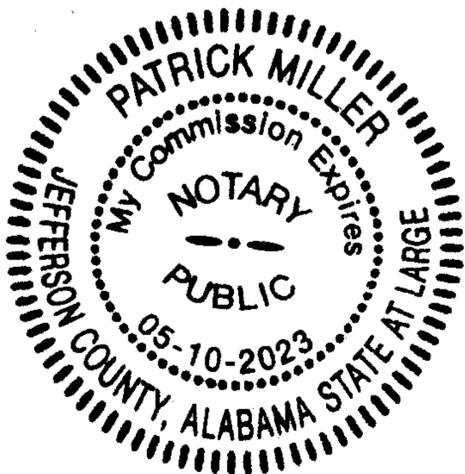


EXHIBIT A

Reference: 20191220004659

Account: XXX-XXX-XXX6395-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN BIRMINGHAM CITY, SHELBY COUNTY, ALABAMA, TO-WIT: LOT 16-31, BLOCK 16, ACCORDING TO THE SURVEY OF MT. LAUREL, PHASE III, AS RECORDED IN MAP BOOK 34, PAGE 137 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. BUILDING LINES, RIGHT OF WAYS, EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS, IF ANY, AS RECORDED IN PLAT/MAP BOOK 34, PAGE 137. ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, RESERVATIONS, BUILDING SETBACK LINES AND OTHER MATTERS OF RECORD INCLUDING, SPECIFICALLY THE MT. LAUREL MASTER DEED RESTRICTIONS DATED AS OF SEPTEMBER 1, 2000 AND RECORDED AS INSTRUMENT NO. 2000-35579 AND INSTRUMENT NO. 20130710000281300 IN THE PROBATE OFFICE AND ALL AMENDMENTS THERETO (WHICH TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER REFERRED TO AS THE MASTER DEED RESTRICTIONS), AND THE MT. LAUREL DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS DATED AS OF SEPTEMBER 1, 2000 AND RECORDED AS INSTRUMENT NO. 2000-35580 IN THE PROBATE OFFICE AND ALL AMENDMENTS THERETO (WHICH TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER REFERRED TO AS THE DECLARATION). CAPITALIZED TERMS NOT OTHERWISE EXPRESSLY DEFINED HEREIN SHALL HAVE THE SAME MEANINGS GIVEN TO THEM IN THE DECLARATION. THIS BEING THE SAME PROPERTY CONVEYED TO JASON TIMOTHY WHITE, AND SUSAN WHITE, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, AS TENANTS IN COMMON, BY DEED FROM PATSY L. SMITHERMAN, AN UNMARRIED WOMAN, DATED 03/16/2018 AND RECORDED ON 03/20/2018 IN INSTRUMENT NO. 20180320000090830, IN THE SHELBY COUNTY RECORDERS OFFICE. PARCEL ID NO. 09 2 03 1 004 042.000



Allen S. Boyd