Prepared by and when recorded, return to:
Wells Fargo Bank, N.A.
Attn: Stephen Cronk, Final Docs
MAC: N9162-01W
1801 Park View Dr
Shoreview, MN 55126

Space above this line for County Recorder use only

AMENDMENT TO MORTGAGE

THIS AMENDMENT is made between **Kyonta C. Smith, a single person** (herein "**Borrower**"), and **Wells Fargo Bank, N.A.**, and any predecessors in interest, whose address is **101 North Phillips Ave., Sioux Falls, SD 57104** (herein "Lender"), with respect to that Promissory Note dated **May 31, 2012** (herein "Note"), secured by a **Mortgage** of the same date in the amount of **$123,520.00** made by **Borrower** to Wells Fargo Bank, N.A. The **Mortgage** was recorded on **07/10/2012** in the office of **Shelby** County as Document Number **20120710000245320** and/or in Book/Liber **N/A**, Page **N/A**, which secures the following described property located in the County of **Shelby**, State of **Alabama**:

SEE ATTACHED "EXHIBIT A"

WHEREAS, Borrower is indebted to Lender under the Note and **Mortgage** described above;

NOW THEREFORE, for and in consideration of the benefits flowing to each of the parties hereto the Mortgage is hereby amended as follows:

A. As a Result of **a Recording Error(s)**, the Following **was inadvertently not recorded with the Mortgage**:

   The Planned Unit Development Rider was not recorded with the Mortgage.

B. The Corrected Information Is As Follows:

   The attached Planned Unit Development Rider is hereby made part of the Mortgage.

IN WITNESS THEREOF, the parties have executed this Amendment.

Borrower: Kyonta C. Smith
Date: 2025.07.01

Borrower:
Date:

STATE OF Alabama)
COUNTY OF Jefferson)

On this 1st day of July, 2025, before me appeared **Kyonta C. Smith,** ☒ personally known to me OR ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

DAVID WAYNE GULINO II
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Notary Public
Name: David Wayne Gulino II
My commission expires: 4-30-2026

Borrower information above this line

Lender information below this line

Lender: WELLS FARGO BANK, N.A.

Name: Rileigh Rowan Nienaber
Title: Vice President
Date: 07.11.2025

State of Minnesota
County of Ramsey

This instrument was acknowledged before me on July 11th, 2025 by Rileigh Rowan Nienaber as VICE PRESIDENT, of Wells Fargo Bank, N.A..

Katherine Klaire White
Katherine Klaire White
Notary Public
My commission expires: 01/31/30

KATHERINE KLAIRE WHITE
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/30

EXHIBIT "A"

Lot 43, according to the Survey of Savannah Pointe Sector VIII, as recorded in Map Book 36, Page 58, in the Probate Office of Shelby County, Alabama.

P.I.N. 22-9-31-2-006-043.0000

Planned Unit Development Rider

FHA Case No.
011-7405236-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 31st day of May, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Wells Fargo Bank, N.A. ("Lender") of the same date and covering the Property described in the Security Instrument and located at: 1031 Maryanna RD, CALERA, AL 35040 [Property Address] The Property Address is a part of a planned unit development ("PUD") known as Savannah Pointe [Name of Planned Unit Development]

PUD Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

(A) So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

(B) Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

(C) If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Borrower

2025.07.01

Kyonta C Smith **Date**

Seal

SHELBY COUNTY ALABAMA

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
07/30/2025 08:03:26 AM
$34.00 PAYGE
20250730000230800

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