

20091211000455580 1/3 \$277.55  
Shelby Cnty Judge of Probate, AL  
12/11/2009 12:12:34 PM FILED/CERT

**PREPARED/DRAFTED BY:**

Firm Solutions, LLC  
9119 Corporate Lake Drive, Suite 300  
Tampa, Florida 33634  
ATTN: Jessica Benigni  
Loan Number: 0616960795  
File Number: M09091302

**When recorded mail to: BMPG+**

Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114  
Attn: National Recordings 1120

5309487

**BALLOON LOAN MODIFICATION**

**(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)**

This Balloon Loan Modification ("Modification"), entered into effective as of October 1, 2009, between GARY M. ANDRICH, and VICTORIA ANDRICH, HUSBAND AND WIFE ("Borrower"), and WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated September 30, 2002, securing the original principal sum of U.S. One hundred and Ninety Three thousand, Seven hundred and 00/100 Dollars (\$193,700.00), and recorded on October 10, 2002 in at Instrument No. 20021010000496370, of the Official Records of Jefferson County, AL, and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: 4964 SUSSEX ROAD, BIRMINGHAM, AL 35242 the real property and is described as follows:

LOT 41, ACCORDING TO THE SURVEY OF SOUTHERN PINES, FIFTH SECTOR, AS RECORDED IN MAP BOOK 8, PAGE 108, IN THE PROBATE OFFICE OF SHELBY COUNY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO GARY M. ANDRICH, and VICTORIA ANDRICH, HUSBAND AND WIFE BY DEED DATED \_\_\_\_\_ AND RECORDED IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN Jefferson County, AL.  
TAX ID NO.: 093060003067000

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of October 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$173,611.79.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of 5.375%, beginning October 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,097.24, beginning on November 1, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest

are paid in full. If on October 1, 2032, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Wells Fargo Bank, N.A., 1 Home Campus, Des Moines, Iowa 50328-0001, or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

(To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.)

9-16-09  
(Date)

GARY M. ANDRICH (Seal) -Borrower

9-16-09  
(Date)

VICTORIA ANDRICH (Seal) -Borrower

#### BORROWER ACKNOWLEDGMENT

State of Alabama  
County of Shelby

The foregoing instrument was acknowledged before me this 16 day of September, 2009, by **GARY M. ANDRICH and VICTORIA ANDRICH** who are personally known to me (or provided 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 the entity upon behalf of which the person(s) acted, executed the instrument.

(Seal)

Shirley S Chumley  
Notary Print Name: Shirley S Chumley  
Notary Public, State of Alabama  
My Commission Expires: 23 February 2013  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.





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### LENDER SIGNATURE

Lender does not, by its execution hereof, waive any right it may have against any person not a party hereto.  
Lender Name: WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.

By: Jane E. Hooper, Vice President Loan Documentation

Signature: \_\_\_\_\_

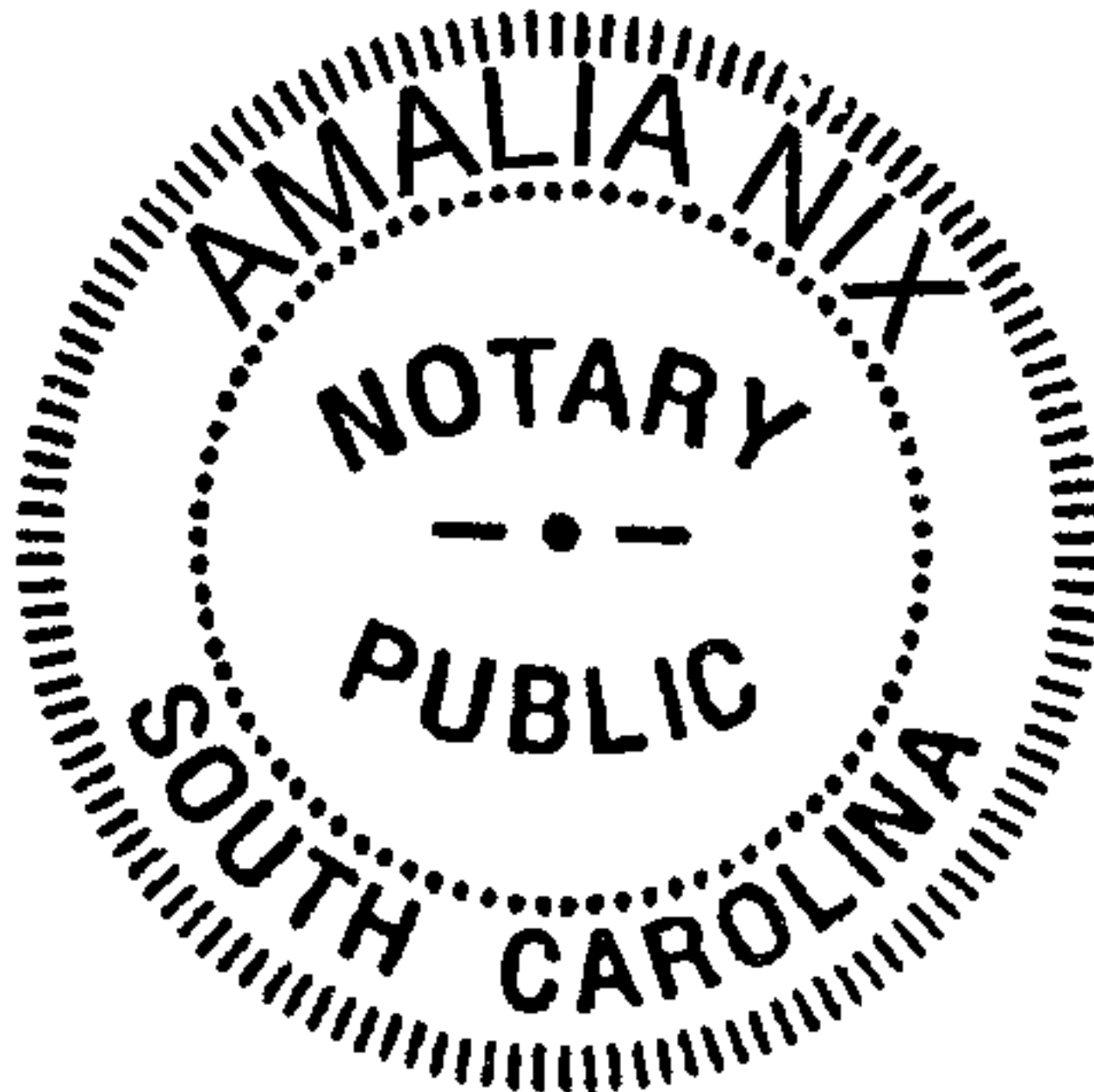
### LENDER ACKNOWLEDGMENT

State: South Carolina §


County: York §

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2009, by Jane E. Hooper, Vice President Loan Documentation of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., who is personally known to me.

(Seal)



Amalia Nix  
Notary Print Name: Amalia Nix  
Notary Public, State of South Carolina  
My Commission Expires: 10-17-18  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

 ANDRICH  
41446364 AL  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  
