



20110330000099730 1/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
03/30/2011 01:19:37 PM FILED/CERT

**PREPARED/DRAFTED BY:**

Firm Solutions, LLC  
9119 Corporate Lake Drive, Suite 300  
Tampa, Florida 33634  
ATTN: Jessica Benigni  
Loan Number: 0004926681  
File Number: M10078532  
Freddie Mac Loan Number: 0723099895

When recorded mail to: #6208037

First American Title  
Loss Mitigation Title Services 12263.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: SALIBA III - BMPG+

**BALLOON LOAN MODIFICATION**

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

**TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED BY THE BORROWER:  
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE  
RECORDED IN THE LAND RECORDS WHERE THE  
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of November 1, 2010, between JAMIEL S. SALIBA III, A SINGLE MAN and JAMIEL S. SALIBA, A MARRIED MAN NOT JOINED BY SPOUSE ("Borrower"), and WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC. ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated October 24, 2003, securing the original principal sum of U.S. One hundred and Twenty thousand and 00/100 Dollars (\$120,000.00), and recorded on October 29, 2003 in Book 0998 at Page(s) 46 at Instrument No. 20031028000718300, of the Official Records of Shelby 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: 122 NORRIDGE PL, PELHAM, AL 35124 the real property and is described as follows:

LOT 25, ACCORDING TO THE SURVEY OF THE AMENDED MAP OF THE RESURVEY OF THE FINAL PLAT OF PHASE III OF STRATFORD PLACE AS RECORDED IN MAP BOOK 14, PAGE 38, IN THE PROBATE OFFICE OF THE SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO JAMIEL S. SALIBA III, A SINGLE MAN and JAMIEL S. SALIBA, A MARRIED MAN NOT JOINED BY SPOUSE BY DEED DATED \_\_\_\_\_ AND RECORDED IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN Shelby County, AL.

TAX ID NO.: 117363000028071

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 November 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$105,514.89.

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 4.375%, beginning November 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$607.01, beginning on December 1, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2033, (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.)

10/19/2010 (Date) JAMIEL S. SALIBA III (Seal) -Borrower  
10/19/2010 (Date) JAMIEL S. SALIBA (Seal) -Borrower

#### BORROWER ACKNOWLEDGMENT

State of ALABAMA  
County of SHELBY

The foregoing instrument was acknowledged before me this 19 day of October, 2010, by JAMIEL S. SALIBA III and JAMIEL S. SALIBA 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)

Cheryl R. Abbott  
Notary Print Name: Cheryl R. Abbott  
Notary Public, State of Alabama  
My Commission Expires: Jan 26, 2011  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20110330000099730 3/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
03/30/2011 01:19:37 PM FILED/CERT

#### 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

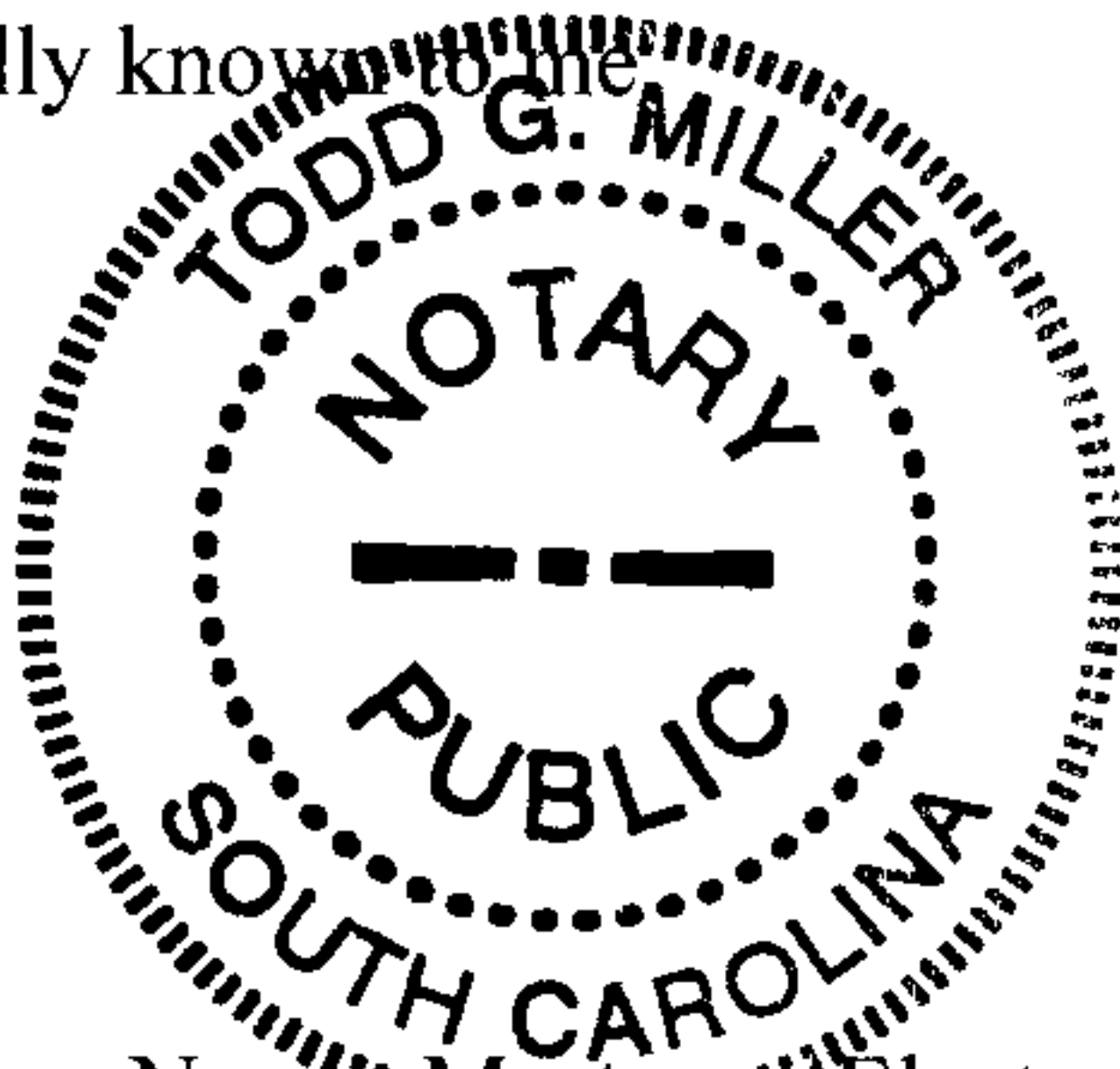
Signature: Jane E Hooper

#### LENDER ACKNOWLEDGMENT

State: South Carolina §  
County: York §

The foregoing instrument was acknowledged before me this 28 day of October, 2010, 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)



Todd G. Miller  
Notary Print Name: Todd G. Miller  
Notary Public, State of South Carolina  
My Commission Expires: 2-11-2020  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

Mortgagee Name: Mortgage Electronic Registration Systems, Inc.

By: Jane E. Hooper, Assistant Secretary

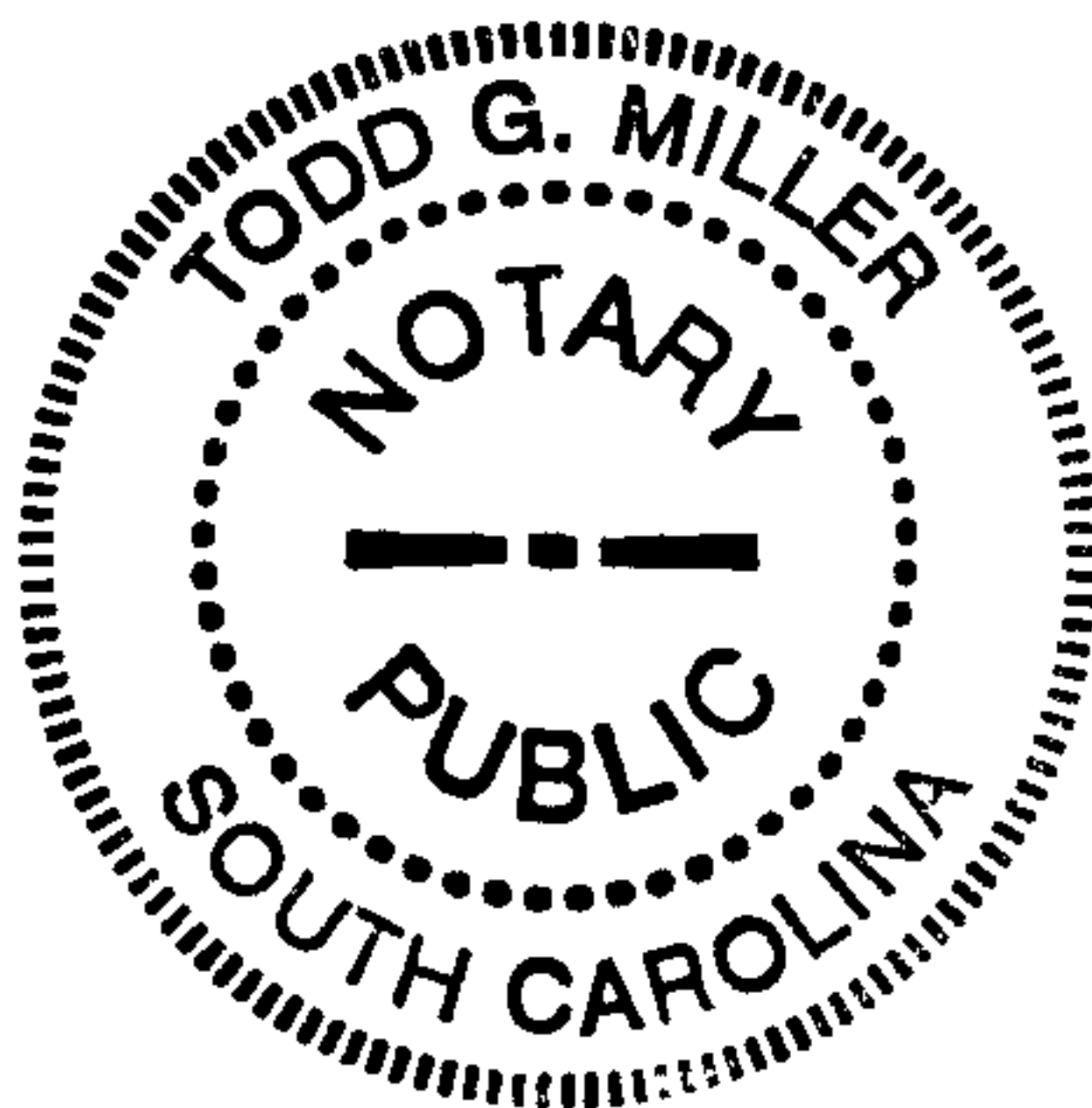
Signature: Jane E Hooper

#### MORTGAGEE ACKNOWLEDGMENT

State: South Carolina §  
County: York §

The foregoing instrument was acknowledged before me this 28 day of October, 2010, by Jane E. Hooper, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., who is personally known to me.

(Seal)



Expires 2/11/2020

Todd G. Miller  
Notary Print Name: Todd G. Miller  
Notary Public, State of South Carolina  
My Commission Expires: 2-11-2020  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.