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CLEVELAND, OHIO 44114
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MORTAMEN 1/7

This Document Prepared By:
KATIE M BURGESS
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

~~When recorded~~ ~~Mail to:~~ #:9121093

First American Title 

Loss Mitigation Title Services 1079.12

P.O. Box 27670

Santa Ana, CA 92799

RE: SMITH - PR DOCS

SOURCE OF FIDELITY: INSTRUMENT NO. 20110926000283610 DEED BOOK N/A, AT PAGE(S) N/A

Tax/Parcel No. 22-9-31-2-003-022-000

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Original Principal Amount: \$122,805.00

FHA/VA Loan No. 

Unpaid Principal Amount: \$117,499.15

FHA Case No.: 703 011-7200998

New Principal Amount \$101,130.24

Loan No: (scan barcode)

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 22ND day of AUGUST, 2014, between RENEE D. SMITH, A SINGLE PERSON, AS INDIVIDUAL ("Borrower"), whose address is 433 SAVANNAH CV, CALERA, ALABAMA 35040 and WELLS FARGO BANK, N.A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated SEPTEMBER 14, 2011 and recorded on SEPTEMBER 26, 2011 in INSTRUMENT NO. ~~20110926000283610~~*, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$122,805.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 433 SAVANNAH CV, CALERA, ALABAMA 35040 * 20110926000283620

the real property described is located in SHELBY COUNTY, ALABAMA and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this

Wells Fargo Custom FHA HAMP Loan Modification Agreement
09012014_258

Initial 

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First American Mortgage Services

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Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.

2. As of, **OCTOBER 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$101,130.24**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$16,368.91. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
3. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.2500%**, from **OCTOBER 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$497.50**, beginning on the **1ST** day of **NOVEMBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2044** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
5. The Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.
6. The Borrower also will comply with all other covenants, agreements, and requirements of 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, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
7. Nothing in this Agreement 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 Agreement, the

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Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

8. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

In Witness Whereof, I have executed this Agreement.

Renee D. Smith
Borrower: RENE D SMITH

9/8/14

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of Alabama)
Shelby County)

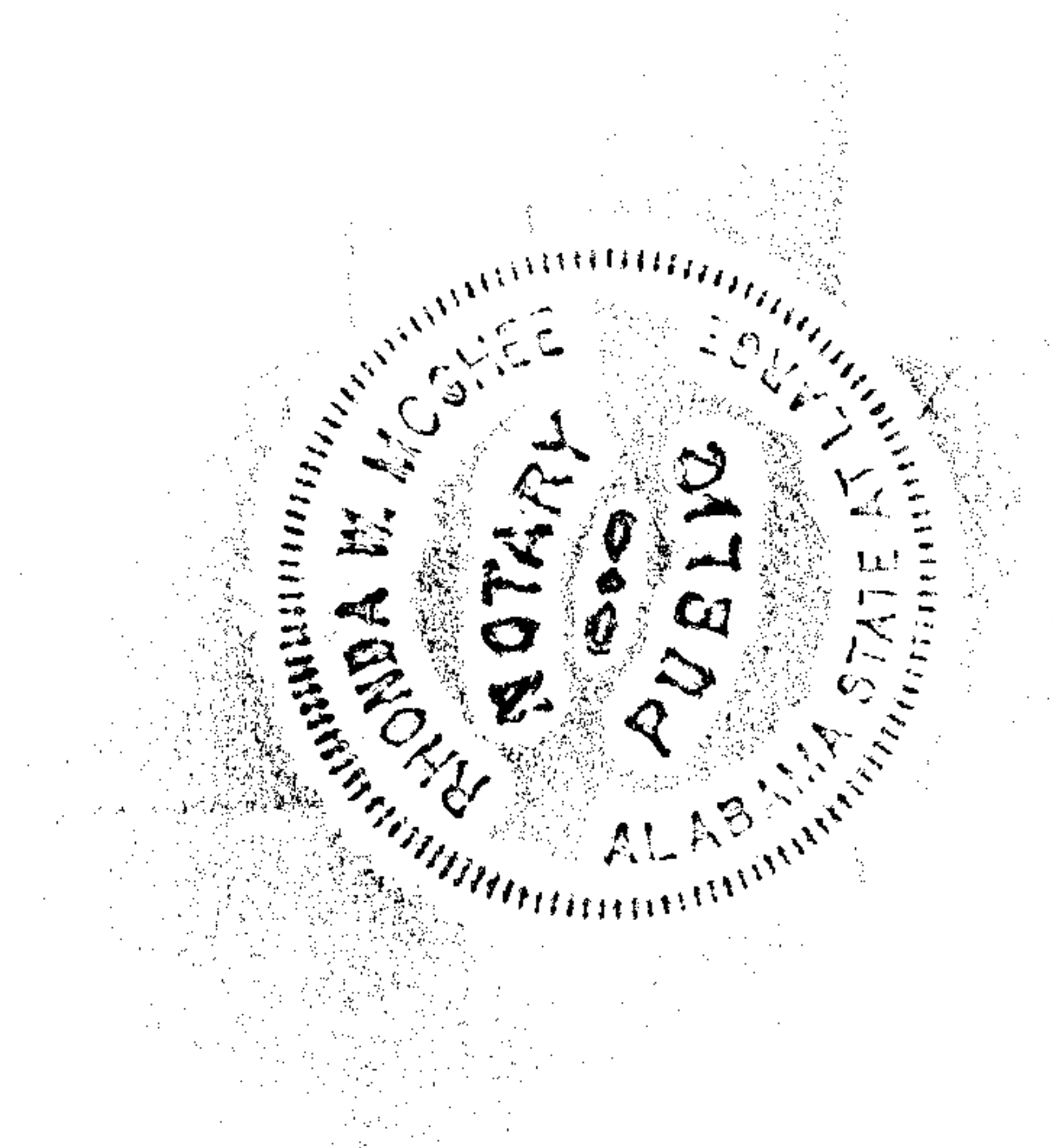
I, a Notary Public, hereby certify that **RENEE D. SMITH, A SINGLE PERSON, AS INDIVIDUAL** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of September, 20 14.

Rhonda W. McGhee
Notary Public

Print Name: Rhonda W. McGhee

My commission expires: 7-10-16



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

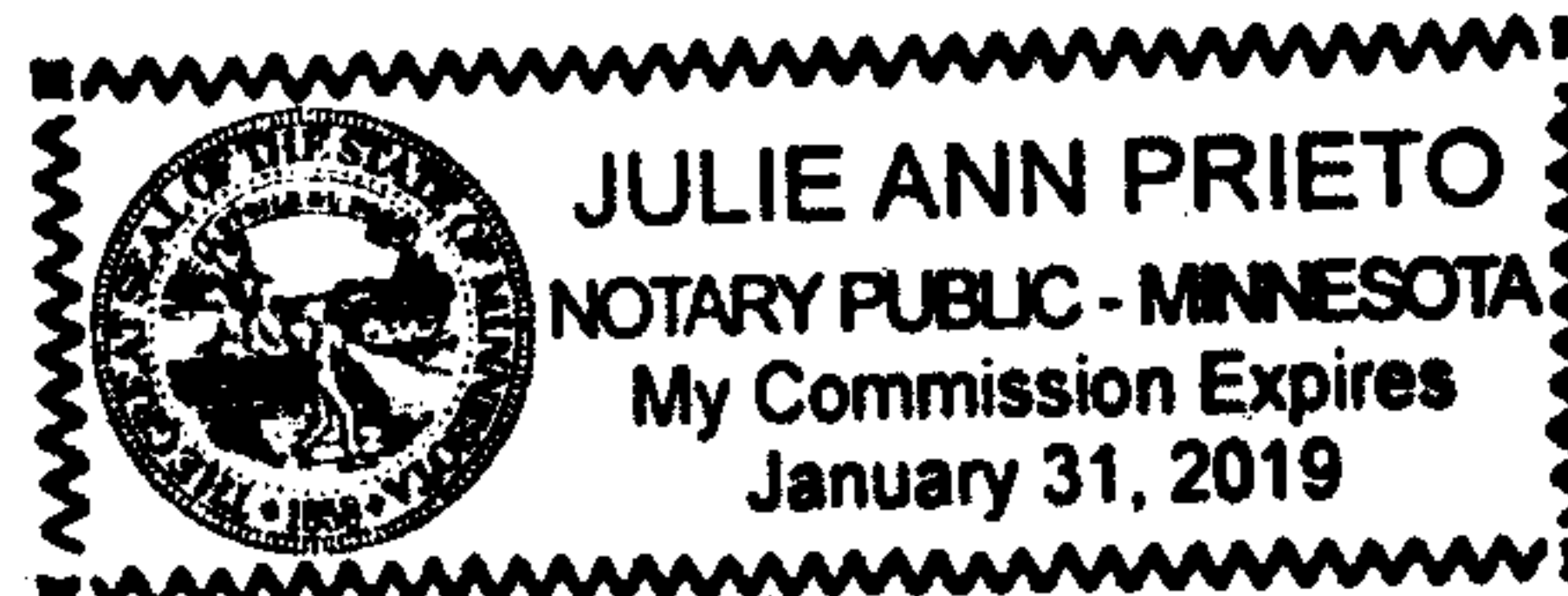
By [Signature] **Trang Huynh** 9/24/14
(print name) Date
(title)
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF mn COUNTY OF Dakota

The instrument was acknowledged before me this 9/24/2014 by
Trang Huynh the
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said company.

[Signature]
Notary Public



Printed Name: Julie Ann Prieto

My commission expires: 1/31/2019

THIS DOCUMENT WAS PREPARED BY:
KATIE M BURGESS
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

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EXHIBIT A

BORROWER(S): RENEE D. SMITH, A SINGLE PERSON, AS INDIVIDUAL

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 522, ACCORDING TO THE SURVEY OF SAVANNAH POINTE SECTOR V, PHASE II, AS RECORDED IN MAP BOOK 30, PAGE, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. SUBJECT TO: BUILDING SETBACK LINE RESERVED OF 20 FEET FROM SAVANNAH COVE AS SHOWN BY PLAT. UTILITY EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING 8 FEET ALONG SAVANNAH COVE WITHIN THE BUILDING SETBACK LINE AND 7.5 FEET ALONG THE NORTHEASTERLY SIDE AND 15 FEET ALONG REAR. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET OUT IN INST. #1999-25577. IN PROBATE OFFICE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY. RIGHT(S)-OF-WAY(S) GRANTED TO ALABAMA POWER COMPANY, AS SET OUT IN VOLUME 171, PAGE 279, IN THE PROBATE OFFICE. RESTRICTIONS, LIMITATIONS AND CONDITONS AS SET OUT IN MAP ROOK 30, PAGE 42, IN SAID PROBATE OFFICE.

ALSO KNOWN AS: 433 SAVANNAH CV , CALERA, ALABAMA 35040



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Date: AUGUST 22, 2014
Loan Number: (scan barcode)
Lender: WELLS FARGO BANK, N.A.
Borrower: RENEE D SMITH
Property Address: 433 SAVANNAH CV , CALERA, ALABAMA 35040

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Renée D. Smith 9/8/14
Borrower Date
RENEE D SMITH

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

SMITH
50608661 AL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
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Wells Fargo Custom FHA HAMP Loan Modification Agreement
09012014_258
First American Mortgage Services

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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[Signature]