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10/05/2016 08:17:54 AM  
MORTAMEN 1/7

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

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
**ATTN: LMTS**  
**P.O. BOX 27670**  
**SANTA ANA, CA 92799-7670**

Source of Title: **INSTRUMENT NO. 20051024000550460 DEED BOOK N/A, AT PAGE(S) N/A**  
Tax/Parcel #: **23 2 10 1 005 008.000**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$86,640.00** **FHA/VA Loan No.:** \_\_\_\_\_  
**Unpaid Principal Amount: \$72,998.95** **Loan No: (scan barcode)**  
**New Principal Amount \$77,988.62**  
**New Money (Cap): \$4,989.67**

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

**(Providing for Fixed Rate)**

This Loan Modification Agreement ("Agreement"), made this 11TH day of JULY, 2016, between **JANEE CRISTEN DICKINSON, A MARRIED PERSON** ("Borrower"), whose address is **1440 APPLGATE DR, ALABASTER, ALABAMA 35007** and **WELLS FARGO BANK, NA** ("Lender"), whose address is **1 HOME CAMPUS, DES MOINES, IA 50328** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **OCTOBER 6, 2005** and recorded on **OCTOBER 24, 2005** in **INSTRUMENT NO. 20051024000550470, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. **\$86,640.00**, 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

**1440 APPLGATE DR, ALABASTER, ALABAMA 35007**

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

**LOT 8, ACCORDING TO THE RESURVEY OF LOTS 1 THROUGH 64; 89 THROUGH 104 AND A THROUGH C OF APPLGATE MANOR, AS RECORDED IN MAP BOOK 10, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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 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, **AUGUST 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$77,988.62**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$4,989.67** 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.
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 **3.7500%**, from **AUGUST 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$361.18**, beginning on the **1ST** day of **SEPTEMBER, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 1, 2046** (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 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
10. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement by **JULY 26, 2016**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, **Wells Fargo Home Mortgage** may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. **Wells Fargo Home Mortgage** may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

In Witness Whereof, I have executed this Agreement.

Janee Cristen Dickinson  
Borrower: JANE E CRISTEN DICKINSON

8/26/16  
Date

April Regina Dickinson-Dutton  
APRIL REGINA DICKINSON-DUTTON \*signing solely to acknowledge this Agreement, but not  
to incur any personal liability for the debt

8/26/16  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

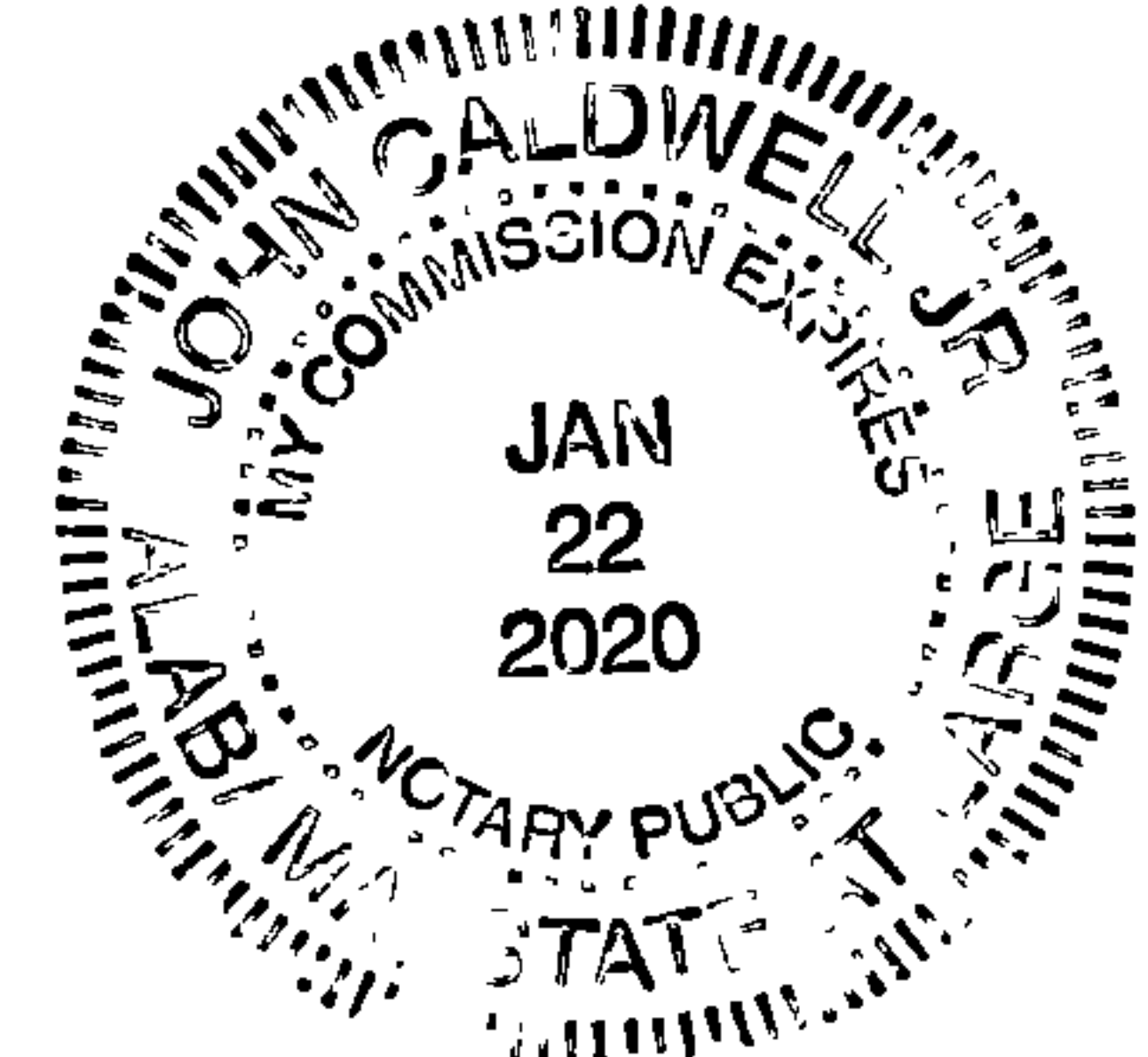
**BORROWER ACKNOWLEDGMENT**

The State of Alabama )  
Shelby County )

I, a Notary Public, hereby certify that JANE E CRISTEN DICKINSON, A MARRIED PERSON, APRIL REGINA DICKINSON-DUTTON 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 26 day of August, 2016.

John Caldwell, Jr  
Notary Public  
Print Name: John Caldwell, Jr  
My commission expires: \_\_\_\_\_



**John Caldwell Jr**  
**My Commission Expires**  
**01/22/2020**

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, NA  
Jessica Gadea Sanchez  
Vice President Loan Documentation

By Jessica Gadea Sanchez (print name) 9/19/16 Date  
(title)

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

LENDER ACKNOWLEDGMENT

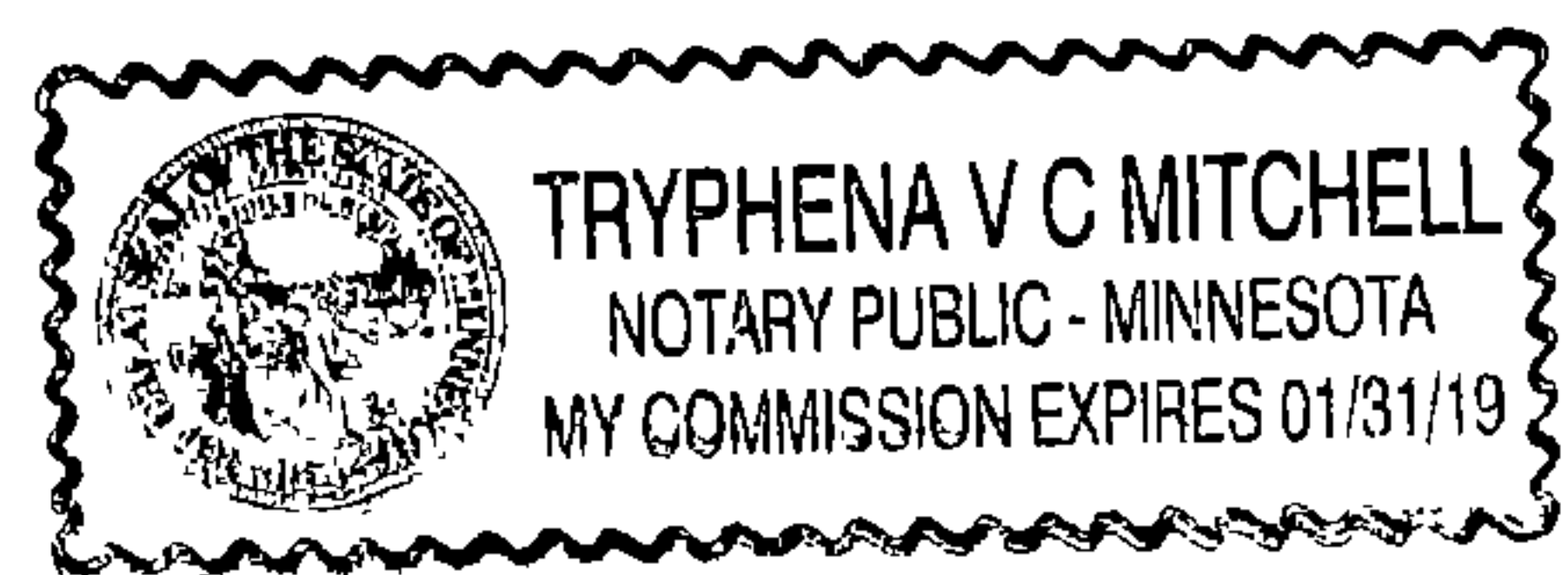
STATE OF Minnesota COUNTY OF Dakota

The instrument was acknowledged before me this 09-19-16 by  
Jessica Gadea Sanchez the  
Vice President Loan Documentation of WELLS FARGO BANK, NA, a company, on behalf  
of said company.

Tryphena V C Mitchell  
Notary Public

Printed Name: Tryphena V C Mitchell  
My commission expires: 01/31/2019

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



### Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **WELLS FARGO BANK, NA** (the "Lender") and **JANEE CRISTEN DICKINSON, A MARRIED PERSON** (the "Borrower") dated **JULY 11, 2016** the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

This agreement is only valid once consent of the United States Bankruptcy Court or other applicable approval to modify this mortgage is received.

(BORROWER MUST INITIAL HERE) JCD  
ARDD

Signed this 26 day of August, 2016.

Lender  
Jessica Gadea Sanchez  
By: Jessica Gadea Sanchez  
Name: Vice President Loan Documentation

Borrower  
Jane Cristen Dickinson  
JANEE CRISTEN DICKINSON  
April Regina Dickinson-Dutton  
APRIL REGINA DICKINSON-DUTTON

Date: JULY 11, 2016  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, NA  
Borrower: JANE CRISTEN DICKINSON, APRIL REGINA DICKINSON-DUTTON  
Property Address: 1440 APPLGATE DR, ALABASTER, ALABAMA 35007

**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.

*Jane Cristen Dickinson* \_\_\_\_\_ *8/26/16*  
Borrower: \_\_\_\_\_ Date

*April Regina Dickinson - Dutton* \_\_\_\_\_ *8/26/16*  
Borrower: \_\_\_\_\_ Date

APRIL REGINA DICKINSON-DUTTON \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

\_\_\_\_\_  
Borrower: \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower: \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower: \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower: \_\_\_\_\_ Date



*J. Fuhrmeister*