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11/01/2019 10:08:22 AM
MORTAMEN 1/7

This Document Prepared By:
JACOB HAMMOND
WELLS FARGO BANK, N.A.
3480 STATEVIEW BLVD, MAC# D3348-03P
FORT MILL, SC 29715
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Source of Title: **INSTRUMENT NO. 2001-52321**

Tax/Parcel #: **09 3 07 0 006 015.000**

[Space Above This Line for Recording Data] _____

Original Principal Amount: \$70,000.00

Loan No: (scan barcode)

Unpaid Principal Amount: \$68,091.87

New Principal Amount \$68,091.87

Total Cap Amount: \$0.00

MODIFICATION AGREEMENT (MORTGAGE)

Executed on this day: **SEPTEMBER 17, 2019**

Borrower ("I"):¹ **SCOTT PORTER AND REBECCA S. PORTER, HUSBAND AND WIFE**

Borrower Mailing Address: **1036 COLE CIRCLE, BIRMINGHAM, ALABAMA 35242**

Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A. S/B/M SOUTHTRUST MORTGAGE CORPORATION**

Lender or Servicer Address: **3480 STATEVIEW BLVD, MAC# D3348-03P, FORT MILL, SC 29715**

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.



Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **SEPTEMBER 3, 2004** and the Note ("Note") date of **SEPTEMBER 3, 2004** and Recorded on **OCTOBER 8, 2004** in INSTRUMENT NO. **20041008000558170**, of the OFFICIAL Records of SHELBY COUNTY, ALABAMA

Property Address ("Property"): **1036 COLE CIRCLE, BIRMINGHAM, ALABAMA 35242**

Legal Description:

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

This Modification Agreement ("Agreement") is made on **SEPTEMBER 17, 2019** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note, a line of credit dated **SEPTEMBER 3, 2004**, are secured by a properly recorded Mortgage or Deed of Trust, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

1. The Modification.

- A. The current contractual due date will change from **SEPTEMBER 18, 2019** to **OCTOBER 18, 2019**. The first modified contractual due date is **OCTOBER 18, 2019**.
- B. The maturity date will now be **SEPTEMBER 18, 2039**.
- C. The new principal balance of my Note will be **\$68,091.87** (the "New Principal Balance").
- D. Interest at the rate of **3.6000%** will begin to accrue on the New Principal Balance as of **SEPTEMBER 17, 2019** and the first new monthly payment on the New Principal Balance will be due on **OCTOBER 18, 2019**. The payment schedule for the modified Loan is as follows:



| Months | Interest Rate | Interest Rate Change Date | Monthly Principal and Interest Payment Amount | Payment Begins On |
|--------|---------------|---------------------------|---|-------------------|
| 1-240 | 3.6000% | 09/17/2019 | \$398.53 | 10/18/2019 |

2. Additional Agreements.

- A. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other mortgage assistance that the Borrower previously entered into with Lender.
- B. Each of the balances of the original Note (if more than one balance exists) shall be consolidated into one modified account with a New Principal Balance.
- C. The terms in this Agreement apply to the entire New Principal Balance.
- D. If Borrower purchased optional credit insurance or an optional debt cancellation plan in connection with the credit agreement, and if such insurance or plan was not previously cancelled, Borrower has requested that such credit insurance or debt cancellation plan be cancelled. Credit insurance means credit life, disability, and/or involuntary unemployment insurance. Debt Cancellation means the Loan Assurance Plan.
- E. If the Borrower's homeowners insurance should lapse, Wells Fargo Bank, N.A. reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account the monthly payment could increase. All other terms of the modification Agreement will not be affected by the LPI and will remain in effect with accordance to this Agreement.
- F. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Loan Documents. If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.
- G. Upon modification, the minimum monthly payment option, interest-only, or any other payment options will no longer be offered and that the monthly payments described in the payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan.
- H. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- I. CORRECTION AGREEMENT: The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N.A., as



lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.

- J. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the modified payments hereunder.
- K. Borrower agrees that they no longer have draw privileges.
- L. Borrower agrees that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/ or subordination Agreement(s).
- M. Borrower must deliver to Wells Fargo Bank, N.A. a properly signed modification Agreement by **OCTOBER 4, 2019**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to this Agreement or any other required pre-modification payments, Wells Fargo Bank, N.A. may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the modification Agreement are due as outlined in this modification Agreement. Wells Fargo Bank, N.A. may deny or cancel this modification Agreement if Borrower fails to make the first payment due pursuant to this modification Agreement.

All Borrowers are required to sign and date this Agreement in blue or black ink only as the borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.



In Witness Whereof, I have executed this Agreement.

Scott Porter
Borrower: SCOTT PORTER

10/03/19
Date

Rebecca S Porter
Borrower: REBECCA S. PORTER

10/03/19
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of Alabama)
Shelby County)

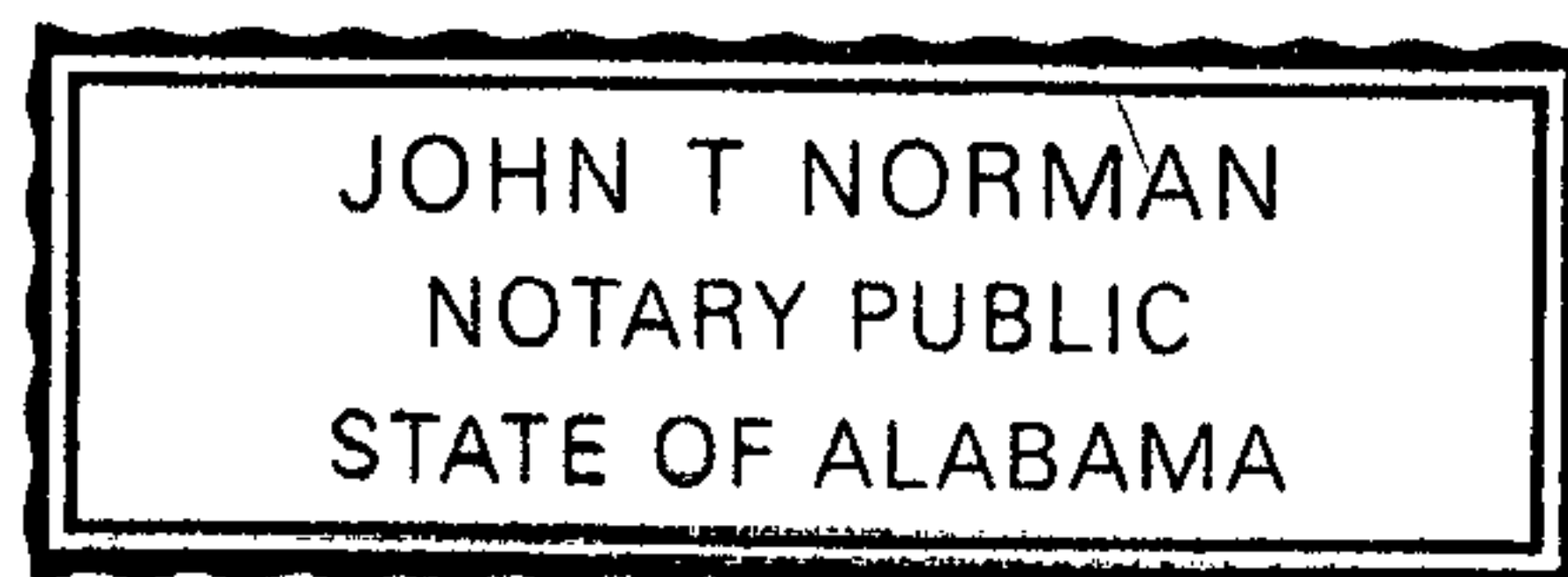
I, a Notary Public, hereby certify that **SCOTT PORTER; REBECCA S. PORTER, HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of October, 2019.

John T. Norman
Notary Public

Print Name: John T. Norman

My commission expires: 1/3/2023



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A. S/B/M SOUTHTRUST MORTGAGE CORPORATION

Jeffrey Rothbauer
Vice President Loan Documentation
By: (print name)
(title)

[Signature]
(sign)

10/18/19
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF MN
COUNTY OF Dakota

This instrument was acknowledged before me 10-18-19 (date) by
Jeffrey Rothbauer (name(s) of person(s)) as Vice President Loan Documentation (type)
of authority, e.g., officer, trustee, etc.) of **WELLS FARGO BANK, N.A. S/B/M SOUTHTRUST**
MORTGAGE CORPORATION (name of party on behalf of whom the instrument was executed).

[Signature]

Notary Public

Printed Name: Muna Mohamud Fareh

My Commission Expires:

01/31/2024

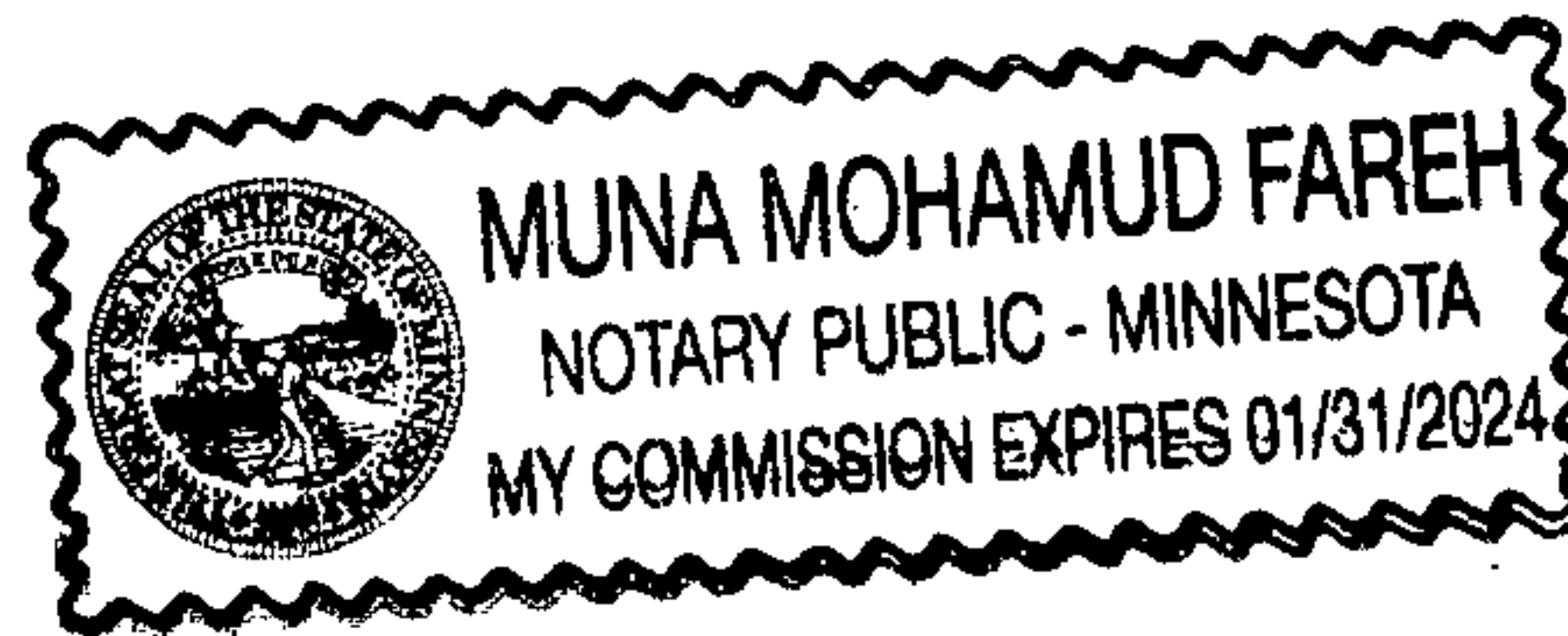


EXHIBIT A

BORROWER(S): SCOTT PORTER AND REBECCA S. PORTER, HUSBAND AND WIFE

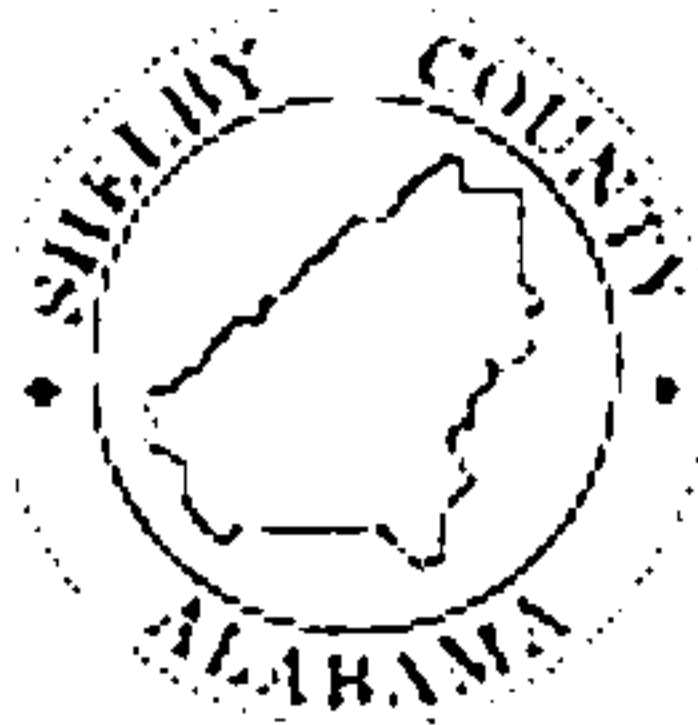
LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF BIRMINGHAM, and described as follows:

LOT 515, ACCORDING TO THE SURVEY OF EAGLE POINT, 5TH SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 138, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 1036 COLE CIRCLE, BIRMINGHAM, ALABAMA 35242



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/01/2019 10:08:22 AM
\$142.15 CHERRY
20191101000404410

Allen S. Bayl

