

PREPARED BY:

Firm Solutions, LLC
9119 Corporate Lake Drive, Suite 300
Tampa, Florida 33634
ATTN: Michelle Rhoden
Loan Number: 4958472
File Number: M06000970
Freddie Mac Loan Number: 0163898146

WHEN RECORDED RETURN TO:

First American Title Company
P.O. Box 27670
Santa Ana, CA 92799
Attn: Special Default Services Division
Order Number: 2766299

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 2/15/2006, between LARRY W. LOCKHART, and DONNA H. LOCKHART, 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 February 19, 1999, securing the original principal sum of U.S. Two hundred and Six thousand and 00/100 Dollars (\$206,000.00), and recorded on February 24, 1999 in Instrument No. 19990224000076431, 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: 6015 EAGLE POINT CIRCLE, BIRMINGHAM, AL 35242 the real property and is described as follows: **CAPPED AMOUNT \$0.00**

LOT 316, ACCORDING TO THE SURVEY OF EAGLE POINT, 3RD SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 18, PAGE 34, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO LARRY W. LOCKHART AND DONNA H. LOCKHART BY DEED DATED FEBRUARY 24, 1999 AND RECORDED IN DEED BOOK AS INSTRUMENT NO. 19990224000076421, IN SHELBY COUNTY ALABAMA.

TAX ID NO.: 093080001012024

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 March 1, 2006, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$170,564.22.

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 6.5%, beginning March 1, 2006. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,192.35, beginning on April 1, 2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1, 2029, (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. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., 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.)

2-15-06
(Date)

Larry W. Lockhart (Seal)
LARRY W. LOCKHART

-Borrower

2-15-06
(Date)

Donna H. Lockhart (Seal)
DONNA H. LOCKHART

-Borrower

BORROWER ACKNOWLEDGMENT

State of Alabama
County of Shelby

The foregoing instrument was acknowledged before me this 15th day of February, 2006, by LARRY W. LOCKHART and DONNA H. LOCKHART 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)

Patsy Faye Parker
Notary Public, State of Alabama
My Commission Expires: _____

Commission Expires 3-14-09

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 2nd day of March, 2006, 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)



Notary Public
Official Seal
Louise C. Kneisley
York County, SC
My Commission Expires February 10, 2014

Louise C. Kneisley
Notary Public, State: South Carolina
My Commission Expires: Feb 10, 2014