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## PREPARED/DRAFTED BY:

Firm Solutions, LLC 9119 Corporate Lake Drive, Suite 300 Tampa, Florida 33634 ATTN: Michelle Rhoden

Loan Number: 7910933 File Number: M06021110

Freddie Mac Loan Number: 821472615

When recorded mail to:

First American Title Lenders Advantage Loss Mitigation Title Services- LMTS 1100 Superior Ave., Ste 200 Cleveland, OH 44115 Attn: National Recordings 1120

Order Number: 3235633 - 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

18th of December, 2007

This Balloon Loan Modification ("Modification"), entered into effective as of January 1, 2007, between DARYLL THOMAS, A SINGLE PERSON ("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 December 22, 1999, securing the original principal sum of U.S.One hundred and Seventy Five thousand, Nine hundred and Twenty and 00/100 Dollars (\$175,920.00), and recorded on December 28, 1999 in at Instrument No. 1999-52024, 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: 209 SWEETBAY DRIVE, MAYLENE, AL 35114 the real property and is described as follows:

LOT 161-B, ACCORDING TO A RESURVEY OF LOTS 160 AND 161, LAKE FOREST, FIRST SECTOR, AS RECORDED IN MAP BOOK 25 PAGE 136 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

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 January 1, 2007, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$161,062.41.

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 January 1, 2007. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,125.93, beginning on February 1, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2030, (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.)

12-18-06 (Date)	DARYLLTHOMAS (Seal) -Borrower
	BORROWER ACKNOWLEDGMENT
	ryans
County of	fferan
The foregoing	instrument was acknowledged before me this 18th day of
Docambres	instrument was acknowledged before me this <u>10 Ph</u> day of , 2006, by <u>DARYLL THOMAS</u> who are personally known to me (or provided to me tory evidence) to be the person(s) whose name(s) is/are subscribed to the within
on the basis of satisfac	tory evidence) to be the person(s) whose name(s) is/are subscribed to the within
	vledged to me that he/she/they executed the same in his/her/their authorized
	y his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acte	d, executed the instrument.
	Notary Print Name: Chery 1 Am Janes
(Seal)	_ (mu) am
	Notary Print Name: Chery 1 Am Janes

Notary Public, State of Alabama

My Commission Expires: 10-01-08

NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

20070122000032270 3/3 \$17.00 Shelby Cnty Judge of Probate, AL 01/22/2007 11:21:37AM 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:

LENDER ACKNOWLEDGMENT

State: South Carolina §
County: York §

(Seal)

Notary Print Name:

Notary Public, State of South Carolina

My Commission Expires:

NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

Notary Public College Sea John & Grantham York County, S.C

Commission Expires Sept. 25, 2012

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FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT