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Shelby Cnty Judge of Probate, AL
02/27/2007 11:09:28AM FILED/CERT

After Recording Return To:

RUTH RUHL, P.C.

[Company Name]

Attn: Recording Department

[Name of Natural Person]

2305 Ridge Road, Suite 106

[Street Address]

Rockwall, Texas 75087

[City, State, Zip]

This Document Prepared By:

Ruth Ruhl, Esquire

RUTH RUHL, P.C.

2305 Ridge Road, Suite 106

Rockwall, TX 75087

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Loan No.: 12864302

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of December, 2006, between Helen Gayle Moore, a single person

("Borrower")

and Wells Fargo Bank, N.A. successor by merger to Wells Fargo Bank Minnesota, National Association, solely in its capacity as Trustee, under the Pooling and Servicing Agreement dated September 1, 1999, Home Equity Loan Asset Backed Certificates, Series 1999-3

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated July 8th, 1999 and recorded in Mortgage Book N/A

Page N/A, Instrument No. 1999-30220, of the Official Records of Shelby

County, Alabama, and (2) the Note, 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 3685 Westover Road, Harpersville, Alabama 35078

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the real property described 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. As of December 1st, 2006, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 58,448.90, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. 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 8.000 %, from December 1st, 2006. Borrower promises to make monthly payments of principal and interest of U.S. \$ 466.17, beginning on the 1st day of January, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 8.000 % will remain in effect until principal and interest are paid in full. If on August 1st, 2029, (the "Maturity Date"), 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.

3. 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 Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. 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 Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

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5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(d) 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.

(e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(f) 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 which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

December 12, 2006
Date

Helen Gayle Moore (Seal)
Helen Gayle Moore -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

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BORROWER ACKNOWLEDGMENT

State of Alabama §

County of Shelby §

I, Tammy June Fields Notary Public State of AL at Lg. [name and style of officer],
hereby certify that Helen Gayle Moore

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears
date.

Given under my hand this 12 day of December 2006, A.D.

(Seal)

Tammy June Fields

Notary Public State of Alabama at Large
Style of Officer

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 23, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Loan No.: 12864302

Wells Fargo Bank, N.A. successor by merger to
Wells Fargo Bank Minnesota, National -Lender
Association, solely in its capacity as Trustee,
under the Pooling and Servicing Agreement
dated September 1, 1999, Home Equity Loan
Asset Backed Certificates, Series 1999-3

01-17-07

-Date

By: Randy Reynolds

Its: Vice President

LENDER ACKNOWLEDGMENT

State of Texas §

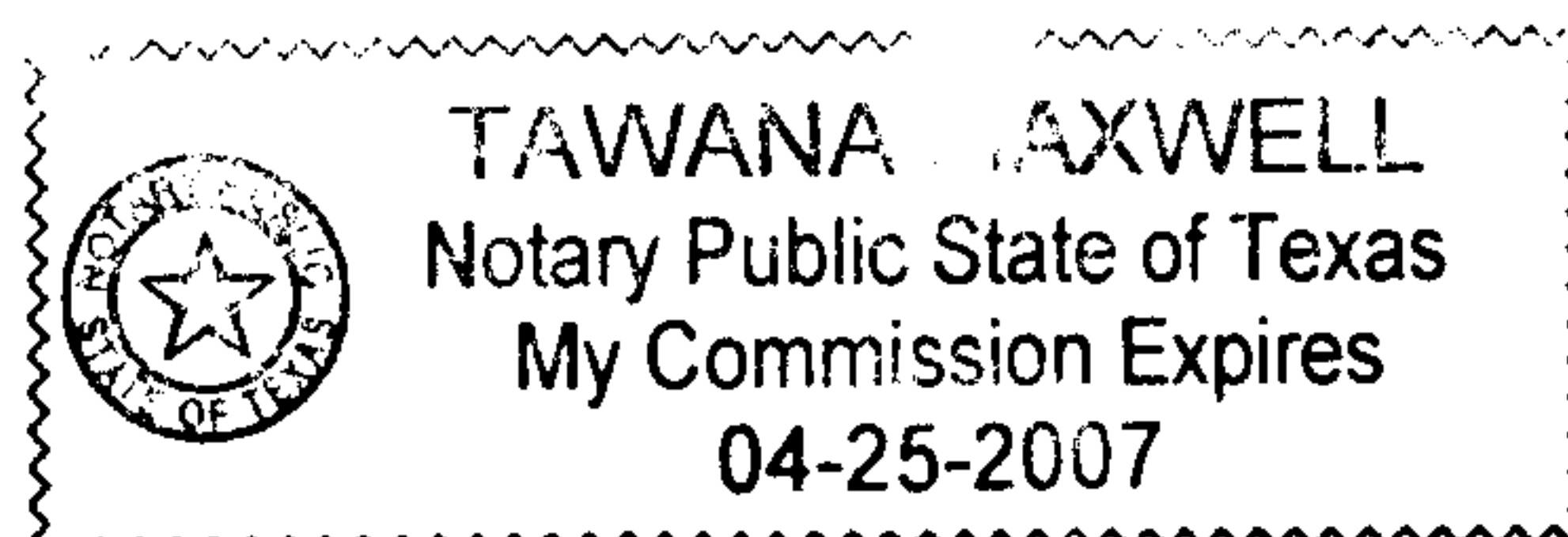
County of Harris §

I, Tawana Maxwell, a Notary Public in and for said County in said
State, hereby certify that Randy Reynolds whose name as Vice President
of Wells Fargo Bank, N.A. successor by merger to Wells Fargo Bank Minnesota, National Association, solely in its
capacity as Trustee, under the Pooling and Servicing Agreement dated September 1, 1999, Home Equity Loan Asset
Backed Certificates, Series 1999-3

is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same
voluntarily for and as the act of said entity.

Given under my hand this the 17th day of January, 2007.

(Seal)



Tawana Maxwell
Notary Public, State of Texas
Style of Officer

Loan No.: 12864302



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EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA TO WIT:

A PARCEL OF LAND BEING LOCATED IN THE NW1/4 OF NE1/4 OF SECTION 27, TOWNSHIP 19, RANGE 1 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NE CORNER OF THE NW1/4 OF NE1/4 OF SAID SECTION 27, TOWNSHIP 19, RANGE 1 EAST, AND RUN SOUTH 72 DEGREES, AND 40 MINUTES, WEST 46.5 FEET TO THE SOUTHERN BOUNDARY OF THE SAID FLORIDA SHORT ROUTE HIGHWAY; THENCE SOUTH 65 DEGREES, AND 40 MINUTES WEST 227 FEET, AND SOUTH 72 DEGREES AND 10 MINUTES WEST 306.7 FEET, AND SOUTH 78 DEGREES AND 10 MINUTES WEST 157.8 FEET, AND SOUTH 83 DEGREES AND 45 MINUTES WEST 136 FEET, TO THE NW CORNER OF THE PARCEL OF LAND FORMERLY OWNED BY H.H. STEVENS, AND THE POINT OF BEGINNING; THENCE RUN SOUTH 1 DEGREES 30 MINUTES EAST A DISTANCE OF 550 FEET; THENCE RUN IN A WESTERLY DIRECTION PARALLEL TO THE SOUTH RIGHT OF WAY LIEN OF HIGHWAY 280, A DISTANCE OF 208 FEET; THENCE TURN IN A NORTHERLY DIRECTION AND RUN PARALLEL TO THE WESTERN BOUNDARY LINE OF THE PARCEL OF LAND FORMERLY OWNED BY H.H. STEVENS 550 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 280, A DISTANCE OF 208 FEET, MORE OR LESS TO THE POINT OF BEGINNING, WHICH IS THE NW CORNER OF THAT LOT FORMERLY OWNED BY H.H. STEVENS.

SOURCE OF TITLE: INSTRUMENT NO.: 1996-18564, RECORDED DATE: 06/07/1996. APN:
088270001023001