



20080521000207570 1/3 \$80.30  
Shelby Cnty Judge of Probate, AL  
05/21/2008 01:02:10PM FILED/CERT

**PREPARED/DRAFTED BY:**

Firm Solutions, LLC  
9119 Corporate Lake Drive, Suite 300  
Tampa, Florida 33634  
ATTN: Christina Drummond  
Loan Number: 5928059  
File Number: M08022270  
Freddie Mac Loan Number: 0232000379

When recorded mail to: *BMPG*  
First American Title Lenders Advantage  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44115 *4116959*  
Attn: National Recordings 1120

Order Number: 4116959 – 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**

This Balloon Loan Modification ("Modification"), entered into effective as of April 1, 2008, between CHARLES W. BOZARTH, A SINGLE MAN ("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 March 30, 2001, securing the original principal sum of U.S. Forty Six thousand and 00/100 Dollars (\$46,000.00), and recorded on April 18, 2001 in at Instrument No. 2001-14893, 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: 570 HWY 200, MONTEVALLO, AL 35115 the real property and is described as follows:

TOGETHER WITH AND SUBJECT TO A 10 FOOT NONEXCLUSICE EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 12 EAST, SHELBY COUNTY; THENCE RUN SOUTHERLY ALONG THE EAST LINE THEREOF FOR 71.05 FEET; THENCE 117°47'20" RIGHT RUN NORTHWESTERLY FOR 557.76 FEET; THENCE 133°57'19" LEFT RUN SOUTHEASTERLY FOR 39.54 FEET; THENCE 16°9'44" RIGHT RUN SOUTHERLY FOR 280.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR 259.45 FEET; THENCE 0°39'50" LEFT RUN SOUTHERLY FOR 201.76 FEET TO THE NORTHERLY R/W OF WALLACE DRIVE AND THE POINT OF ENDING .

SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAYS, OR RESTRICTIONS OF RECORD THAT MAY EXIST

ACCORDING TO THE SURVEY OF THOMAS SIMMONS, DATED FEBRUARY 16, 2001.



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BEING THE SAME PROPERTY CONVEYED TO CHARLES W. BOZARTH, A SINGLE MAN BY DEED DATED \_\_\_\_\_ AND RECORDED IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN Shelby County, AL.

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 April 1, 2008, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$42,200.44.
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 6.375%, beginning April 1, 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$291.79, beginning on May 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2031, (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.

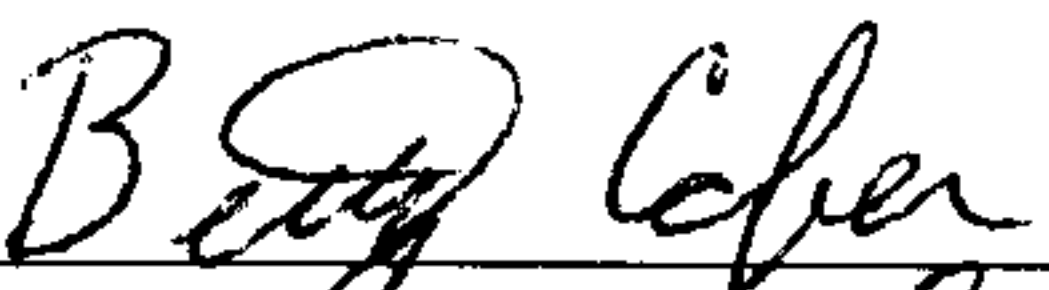
(To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.)

3/21/08 (Date)  (Seal) -Borrower  
CHARLES W. BOZARTH

**BORROWER ACKNOWLEDGMENT**

State of Alabama  
County of Chilton

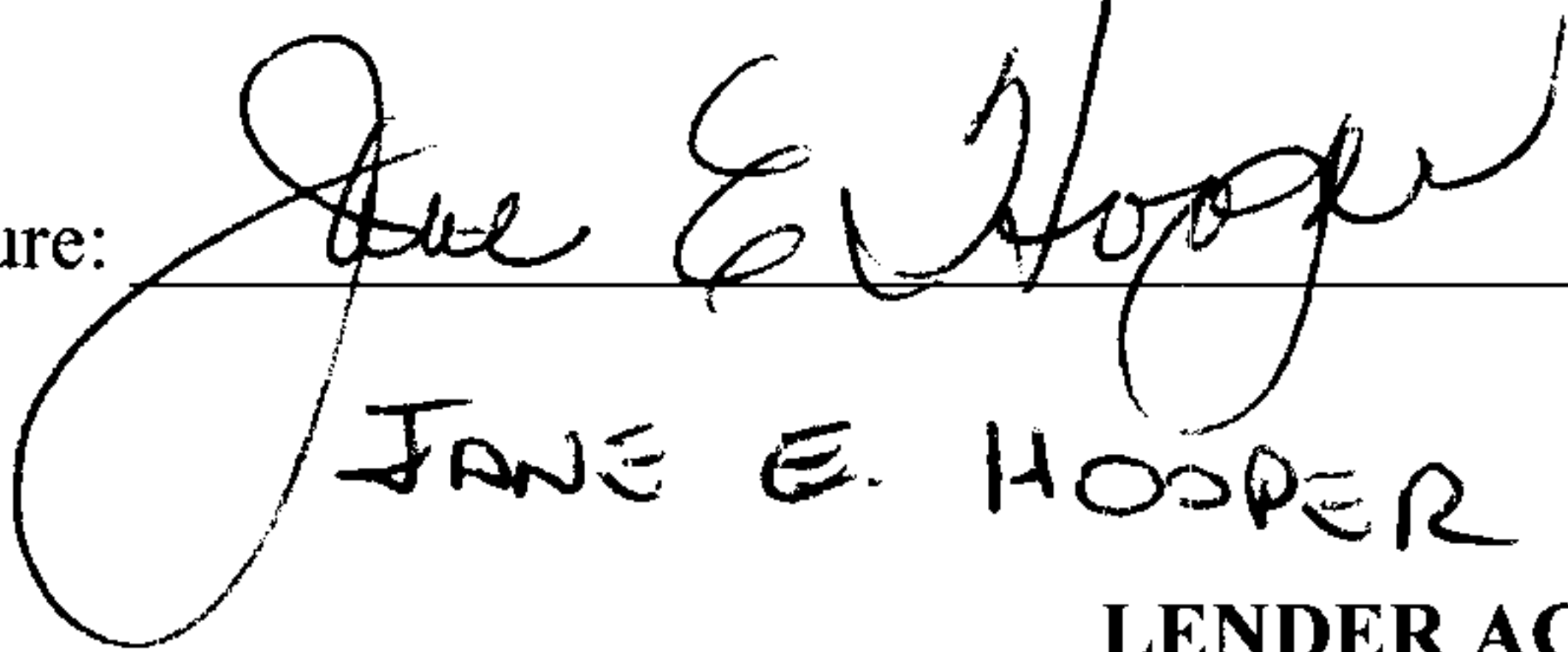
The foregoing instrument was acknowledged before me this 21 day of March, 2008, by CHARLES W. BOZARTH who are personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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)   
Notary Print Name: Betty Cofer  
Notary Public, State of Alabama  
My Commission Expires: MY COMMISSION EXPIRES JUNE 12, 2010  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

**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:   
JANE E. HOOPER

**LENDER ACKNOWLEDGMENT**

State: South Carolina §  
County: York §

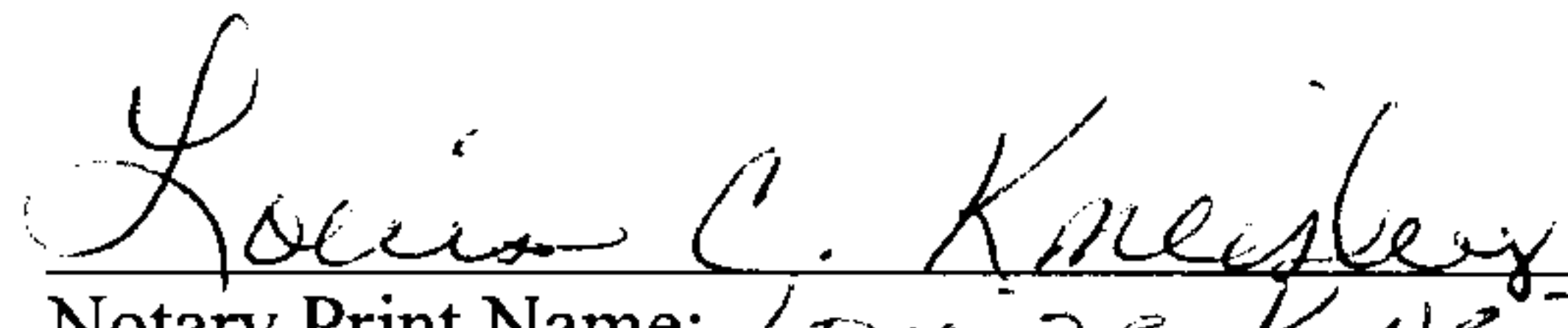
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2008, by Jane E. Hooper, Vice President Loan Documentation of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., who is personally known to me.

(Seal)



Notary Public  
Official Seal  
Louise C. Kneisley  
York County, SC

My Commission Expires February 10, 2014

  
Notary Print Name: Louise Kneisley  
Notary Public, State of South Carolina  
My Commission Expires: 2-10-14  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

BOZARTH  
14591009

AL

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

