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Shelby Cnty Judge of Probate, AL
09/10/2008 12:22:57PM FILED/CERT

 PORCO
38516343

AL

**FIRST AMERICAN ELS
MODIFICATION AGREEMENT**



PREPARED/DRAFTED BY:

Firm Solutions, LLC
9119 Corporate Lake Drive, Suite 300
Tampa, Florida 33634
ATTN: Christina Drummond
Loan Number: 5973954
File Number: M08028197
Freddie Mac Loan Number: 0446877611

When recorded mail to:
Equity Loan Services, Inc. **BMPG**
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 **4162352**
Attn: National Recordings 1120

Order Number: 4162352 – BMPG

Taxable Amount \emptyset

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 May 1, 2008, between DAVID PORCO, and MELISSA D. PORCO, 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 May 7, 2001, securing the original principal sum of U.S. One hundred and Thirty Six thousand, Eight hundred and 00/100 Dollars (\$136,800.00), and recorded on May 14, 2001 in at Instrument No. 2001-19399, 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: 158 CHADWICK DR, HELENA, AL 35080 the real property and is described as follows:

LOT 89, ACCORDING TO THE FINAL PLAT OF CHADWICK, SECTOR 3, AS RECORDED IN MAP BOOK 18, PAGE 98, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO DAVID PORCO, and MELISSA D. PORCO, HUSBAND AND WIFE BY DEED DATED May 7, 2001 AND RECORDED IN DEED BOOK 18, PAGE 98, IN Shelby County, AL.
PIN: 13-1-02-1-000-013-013

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 May 1, 2008, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$122,530.05.

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%, beginning May 1, 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$819.54, beginning on June 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 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, endorers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.)

4/16/08 (Date) David Porco (Seal) -Borrower
DAVID PORCO

April 16, 2008 (Date) Melissa D. Porco (Seal) -Borrower
MELISSA D. PORCO

BORROWER ACKNOWLEDGMENT

State of Alabama
County of Shelby

The foregoing instrument was acknowledged before me this 16th day of April, 2008, by **DAVID PORCO and MELISSA D. PORCO** 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)

Lynn L. Smith
Notary Print Name: Lynn L. Smith
Notary Public, State of Alabama
My Commission Expires: 5-27-2011
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 27, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 28th day of April, 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)



My Commission Expires February 10, 2014

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