20081114000439890 1/4 \$32.90 Shelby Cnty Judge of Probate,AL 11/14/2008 01:05:24PM FILED/CERT

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When recorded mail to:

Equity Loan Services, Inc. Loss Mitigation Title Services- LMTS

1100 Superior Ave., Ste 200 4386882_ Cleveland, OH 44114

Attn: National Recordings 1120

STEVENSON

FIRST AMERICAN ELS MODIFICATION AGREEMENT

8018262439 FHA Case No.

9368018262439

SOURCE OF TITLE: Book 1999-36377,

LOAN MODIFICATION AGREEMENT

Original Recorded Date: AUGUST 30, 1999

This Loan Modification Agreement ("Agreement"), made this JULY 31, 2008 between ANTHONY W. STEVENSON, AN UNMARRIED MAN

("Borrower"), whose address is 678 OLD CAHABA DRIVE HELENA, ALABAMA 35080 and WELLS FARGO BANK, N.A.

("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K

FORT MILL, SOUTH CAROLINA 29715

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated

and recorded in Instrument No. 1999-36378 **AUGUST 27, 1999**

SHELBY COUNTY

, ALABAMA

, and (2) the Note, in

the original principal amount of U.S. \$

133,139.00

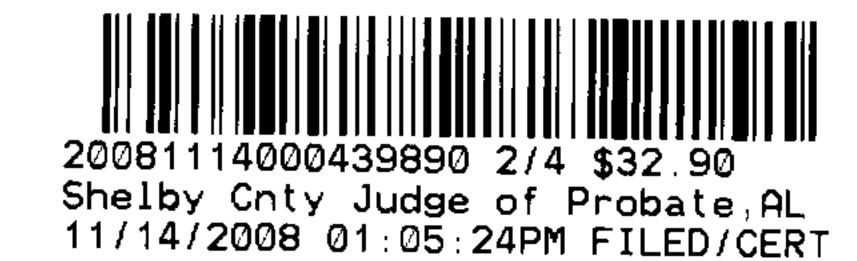
, bearing the same date as, and secured by,

the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

678 OLD CAHABA DRIVE HELENA, ALABAMA 35080

FAND# HUDMOD Rev. 10-20-06

Page 1 of 4



9368018262439

the real property described is located in **SHELBY** and being set forth as follows:

COUNTY, ALABAMA

LOT 219, ACCORDING TO THE SURVEY OF OLD CAHABA, WILLOW RUN SECTOR, AS RECORDED IN MAP BOOK 25, PAGE 10 AND AMENDED IN MAP BOOK 25, PAGE 127 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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 OCTOBER 1, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 141,649.37 consisting of the amount(s) loaned to the Borrower by the Lender, escrows and interest capitalized to date in the amount of U.S. \$ 19,317.19.
- 2. 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 the yearly rate of 8.000 %, from SEPTEMBER 1, 2008 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,162.13 , beginning on the first day of OCTOBER, 2008 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on SEPTEMBER 01, 2029 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at

WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SOUTH CAROLINA 29715

or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

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

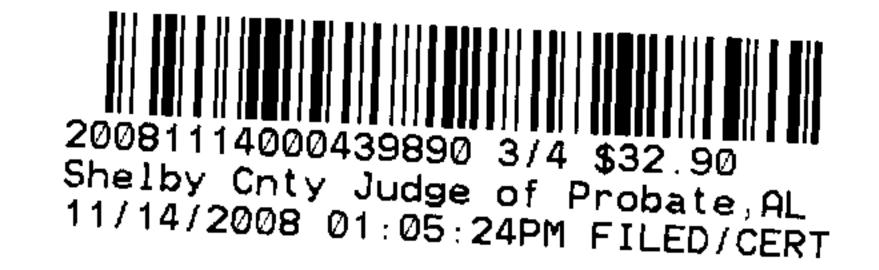
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

HUD Modification Agreement

FAND# WFHUDMOD-2.A Rev. 03-17-05

Page 2 of 4

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- (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; and
- (b) all terms and provisions of any adjustable rate rider, 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.
- 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 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. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

	-Borrower
· · · · · · · · · · · · · · · · ·	-Borrower
	-Borrower
	-Borrower
/x/c-28	
400	(Corporate Seal) -Lender
	10-15-08

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Shelby Cnty Judge of Probate, AL
11/1//2009 01.0E.2/DM ETLED/CEDT

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[Space Below This Line For Acknowledgment]
BORROWER ACKNOWLEDGMENT
STATE OF ,
On this day of , I, , Notary Public in and for said county and in said state, hereby certify that ANTHONY W. STEVENSON
whose name(s) signed to the foregoing conveyance, and who known to me, acknowledged before me that, eing informed of the contents of the conveyance, executed the same voluntarily and as content to the day the same bears date.
Given under my hand and seal of office, this the 294 day of Sptuber 2008
My commission expires January 5,3009 Motary Public Notary Public
LENDER ACKNOWLEDGMENT
TATE OF 5C COUNTY OF 4006
The foregoing instrument was acknowledged before me this 10-15-08 by HENRY FORD, the VP OF DOCUMENTATION WELLS FARSO BANK NAKUNAL ASSICIATION, on behalf of said entity.
Signature of Person Taking Acknowledgment
Printed Name Title or Rank
Serial Number, if any
Sorial Mulliber, II ally
AND# ALHUDMOD-4 Rev. 05-06-03 Page 4 of 4 Page 4 of 4 MELISSA Y. REARDEN
THIS DOCUMENT WAS PREPARED BY: KIMBERLY CHERRY WELLS FARGO BANK, N.A.

3476 STATEVIEW BLVD, MAC# X7801-03K

FORT MILL, SOUTH CAROLINA 29715