

MPL-
When recorded mail to:

Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

STEVENSON
39265711

AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

FHA Case No. **8018262439**
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
AUGUST 27, 1999 and recorded in **Instrument No. 1999-36378**
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

TAXABLE Amount
HUD Modification Agreement
FAND# HUDMOD Rev. 10-20-06

\$ 8510.37

AWS



20081114000439890 2/4 \$32.90
Shelby Cnty Judge of Probate, AL
11/14/2008 01:05:24PM FILED/CERT

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

AW5

9368018262439

(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.

Anthony W. Stevenson

ANTHONY W. STEVENSON

-Borrower

-Borrower

-Borrower

-Borrower

WELLS FARGO BANK, N.A.

Henry Ford

10-15-08

(Corporate Seal)

Name:

Its:

Henry Ford

VP of Documentation

-Lender

9368018262439

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF

COUNTY SS:

On this _____ day of _____, I,
a 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,
being informed of the contents of the conveyance, executed the same voluntarily and as
act on the day the same bears date.

Given under my hand and seal of office, this the 29th day of September 2008

My commission expires:

January 5, 2009
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF SC

COUNTY OF York

The foregoing instrument was acknowledged before me this 10-15-08 by
of Henry Ford, the VP of Documentation
a Wells Fargo Bank
a National Association, on behalf of said entity.

Signature of Person Taking Acknowledgment _____

Printed Name _____

Title or Rank _____

Serial Number, if any _____

HUD Modification Agreement
FAND# ALHUMOD-4 Rev. 05-06-03

Page 4 of 4

THIS DOCUMENT WAS PREPARED BY:
KIMBERLY CHERRY
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SOUTH CAROLINA 29715

