

PREPARED/DRAFTED BY:

Firm Solutions, LLC
9119 Corporate Lake Drive, Suite 300
Tampa, Florida 33634
ATTN: Jessica Benigni
Loan Number: 8466081596
File Number: M09058400

When recorded mail to: #:5156292

First American Title
Loss Mitigation Title Services 12263.1
P.O. Box 27670
Santa Ana, CA 92799
RE: GORDON - BMPG+

BALLOON LOAN MODIFICATION
(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

This Balloon Loan Modification ("Modification"), entered into effective as of June 1, 2009, between JOHN S. GORDON, and MISHA G. GORDON, 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 21, 2002, securing the original principal sum of U.S. One hundred and Forty Eight thousand and 00/100 Dollars (\$148,000.00), and recorded on May 30, 2002 in at Instrument No. 2002053000000255420, of the Official Records of Jefferson 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: 2312 WOODLAND CIR, BIRMINGHAM, AL 35242 the real property and is described as follows:

LOT 25, ACCORDING TO THE SURVEY OF WOODLAND, AS RECORDED IN MAP BOOK 16, PAGE 82, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO JOHN S. GORDON, and MISHA G. GORDON, HUSBAND AND WIFE BY DEED DATED January 10, 1994 AND RECORDED IN DEED BOOK _____, PAGE _____, IN Jefferson County, AL.
TAX ID NO.: 093070004025000

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 June 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$132,489.85.
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 5%, beginning June 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$808.73, beginning on July 1, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on

June 1, 2032, (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.)

5-22-09 John S. Gordon (Seal) -Borrower
(Date) JOHN S. GORDON

5-22-09 Misha G. Gordon (Seal) -Borrower
(Date) MISHA G. GORDON

BORROWER ACKNOWLEDGMENT

State of Alabama
County of Shelby

The foregoing instrument was acknowledged before me this 22 day of May, 2009, by JOHN S. GORDON and MISHA G. GORDON 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)

Sherry L. Johnston
Notary Print Name: Sherry L. Johnston
Notary Public, State of Alabama
My Commission Expires: 1-16-2011
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

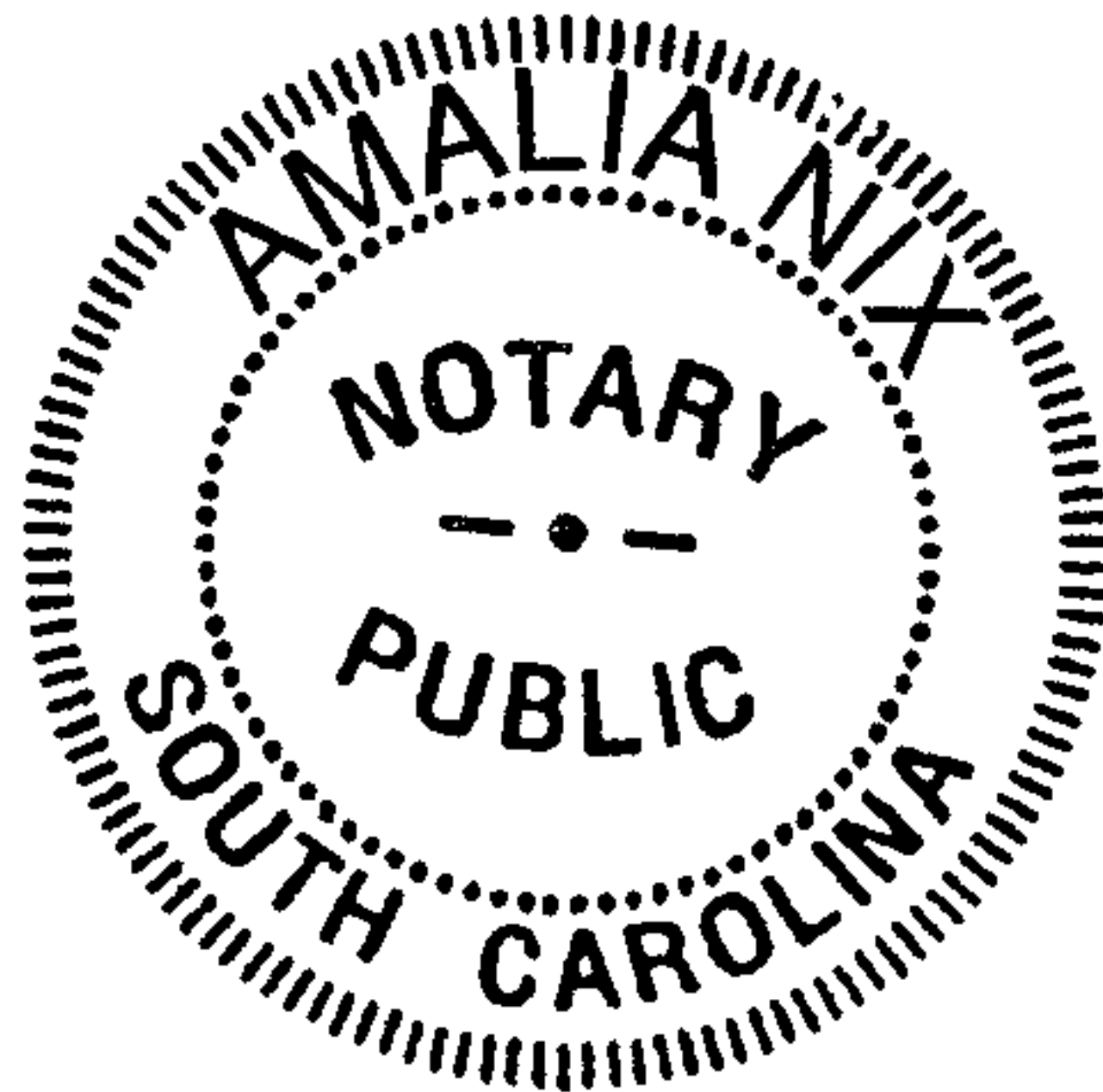
LENDER ACKNOWLEDGMENT

State: South Carolina §

County: York §

The foregoing instrument was acknowledged before me this 4th day of June, 2009, 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)



Amalia Nix
Notary Print Name: Amalia Nix
Notary Public, State of South Carolina
My Commission Expires: 10-17-18
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

41174331 GORDON

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FIRST AMERICAN ELS
MODIFICATION AGREEMENT

