## **RECORD AND RETURN TO:**

when recorded mail to: #:67239//

First American Title

Loss Mitigation Title Services 1079.29

P.O. Box 27670

Santa Ana, CA 92799

RE: MEFFORD - MOD REC SVC

20100726000237360 1/4 \$295.80 Shelby Cnty Judge of Probate, AL 07/26/2010 01:16:24 PM FILED/CERT

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FHA Case No.	0102316468

**SOURCE OF TITLE:** 

FHA Case No. **0102316468**Loan No.

## LOAN MODIFICATION AGREEMENT

Original Recorded Date: AUGUST 24, 2006

This Loan Modification Agreement ("Agreement"), made this JANUARY 18, 2010 between ANGEL MEFFORD AND KEVIN MEFFORD, WIFE AND HUSBAND

("Borrower"), whose address is
1037 INDEPENDENCE COURT
ALABASTER, ALABAMA 35007
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 10, 2006 and recorded in Instrument No. 20060824000415650

SHELBY COUNTY

, ALABAMA

, and (2) the Note, in

the original principal amount of U.S. \$ 168,568.00 , 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

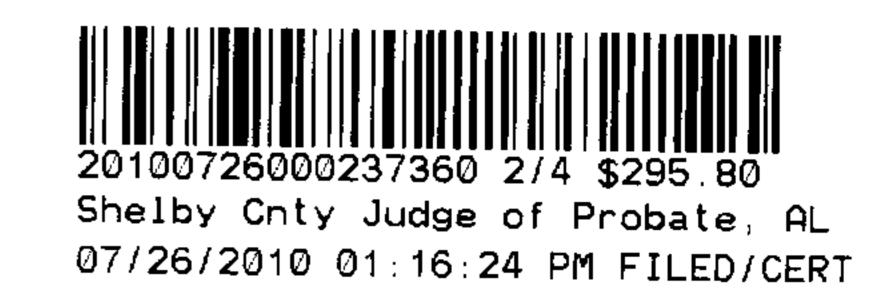
1037 INDEPENDENCE COURT ALABASTER, ALABAMA 35007

## **HUD Modification Agreement**

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# HUDMOD Rev. 09-14-09

Page 1 of 4





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

COUNTY, ALABAMA

LOT 46, ACCORDING TO THE SURVEY OF AUTUMN RIDGE, AS RECORDED IN MAP BOOK 12, PAGES 4, 5 AND 6, 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 MARCH 1, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 183,101.40 consisting of the amount(s) loaned to the Borrower by the Lender, escrows and interest capitalized to date in the amount of U.S. \$ 18,775.90.
- 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 5.125%, from FEBRUARY 1, 2010 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 996.96 , beginning on the first day of MARCH, 2010 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on FEBRUARY 01, 2040 (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.

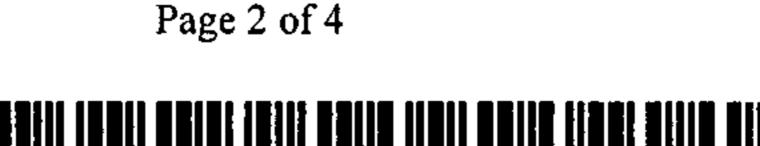
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured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

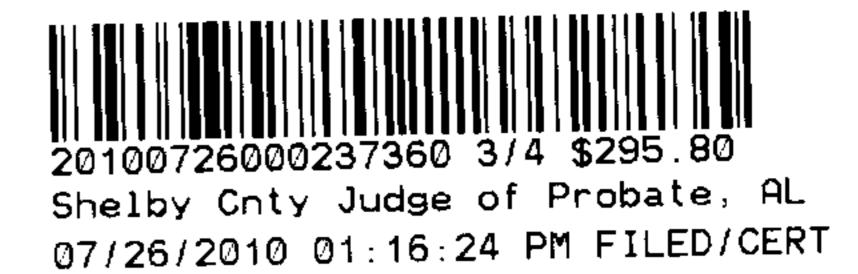
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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







- (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.

and milled	1-28-10	
ANGEL MLEFFORD  MANGEL MLEFFORD  MULL  MUL	-Borro	wer
KEVIN MEFFORD	-Borro	 wer
	-Borro	 wer
	-Вопто	—— wer
WELLS FARGO BANK, N.A.	(Corporate Se	al) der

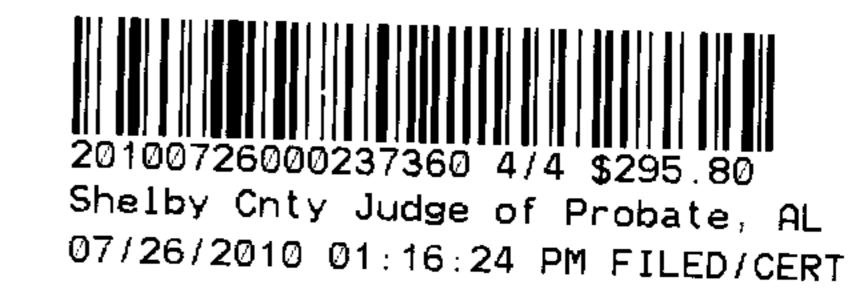
**HUD Modification Agreement** 

FAND# WFHUDMOD-3 Rev. 08-17-05



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## 2020303560998

[Space Below This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT	
The State of ALABAMA  County Swelly  I My Marie Glenn hereby certify that  ANGEL MEFFORD AND KEVIN MEFFORD	
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged this day that, being informed of the contents of the conveyance, he executed the same voluntary the same bears date.  Given under my hand this $\frac{\partial}{\partial x} dx$ day of $\frac{\partial}{\partial x} dx$ , $\frac{\partial}{\partial x} dx$ .	
Given under my hand this <u>OS</u> day of <u>January</u> , 2010.  Style of Officer  Style of Officer	AA
The State of Minnerola ) County Rampay )	TE ATTACK
I Naeuns MAJub, a Nolawy in and for said County	in said State,
whose name as	of the
a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged this day that, being informed of the contents of the conveyance, he, as such officer and with executed the same voluntarily for and as the act of said corporation.  Given under my hand this the	full authority,
HUD Modification Agreement First American Loan Production Services	

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First American Real Estate Solutions LLC

FALPS# ALHUDMOD-4 Rev. 09-14-09

