




20120515000172720 1/6 \$119.85  
Shelby Cnty Judge of Probate, AL  
05/15/2012 08:47:43 AM FILED/CERT

This Document Prepared By:  
**MELANIE VELASKI**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SC 29715**  
**(800) 416-1472**

**When recorded mail to: #:6844427**

First American Title 

Loss Mitigation Title Services 1079.14

P.O. Box 27670

Santa Ana, CA 92799

RE: HENDERSON - PROPERTY REPORT

**Source of Title: BOOK 378, AT PAGE(S) 346**

**Tax/Parcel No. 11-7-36-3-000-028-110**

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**Original Principal Amount: \$90,500.00**

**Freddie Mac Loan No.:** 

**Unpaid Principal Amount: \$53,447.57**

**Loan No: (scan barcode)**

**New Principal Amount \$61,837.79**

**New Money (Cap): \$8,390.22**


## **LOAN MODIFICATION AGREEMENT**

**(To a Fixed Interest Rate)**

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement (the "Agreement"), made and effective this **15TH** day of **FEBRUARY, 2012**, between **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476**



  
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**STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715, and DIANE HENDERSON A/K/A DIANE G. HENDERSON, AN UNMARRIED WOMAN ("Borrower"), whose address is 170 STRATFORD CIRCLE, PELHAM, ALABAMA 35124, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated MAY 5, 2004, in the original principal sum of U.S. \$90,500.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on MAY 13, 2004 in INSTRUMENT NO. 20040513000253560, of the OFFICIAL Records of SHELBY COUNTY, ALABAMA. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:**

**170 STRATFORD CIRCLE, PELHAM, ALABAMA 35124**  
[Property Address]

the real property described being set forth as follows:

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT: LOT 9, ACCORDING TO THE MAP AND SURVEY OF STRATFORD PLACE, PHASE IV, AS RECORDED IN MAPBOOK 14, PAGE 69, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. Current Balance. As of **JANUARY 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$61,837.79**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
3. Interest Rate. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.6250%**, beginning **JANUARY 1, 2012**, both before and after any default described in the Note. The yearly rate of **4.6250%** will remain in effect until principal and interest is paid in full.
4. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$282.99**, beginning on the **1ST** day of **FEBRUARY, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2052**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
5. Place of Payment. Borrower must make the monthly payments at  
**3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715**  
or such other place as Lender may require.

6. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

9. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement Statement.

10. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

11. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 Family Modification Agreement Rider Assignment of Rents.

12. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.

13. This Agreement is conditioned upon the receipt of the 1-4 Family Modification Agreement Rider Assignment of Rents specified in the attached cover letter, which is incorporated herein by reference.

14. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by **WELLS FARGO BANK, N.A.**



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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 where 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.

In Witness Whereof, the Lender has executed this Agreement.

WELLS FARGO BANK, N.A.

Sharmi Patel 03/12/12 03/12/12  
By (print name) Date  
Sharmi Patel (title)  
Vice President Loan Documentation  
[Space Below This Line for Acknowledgments]

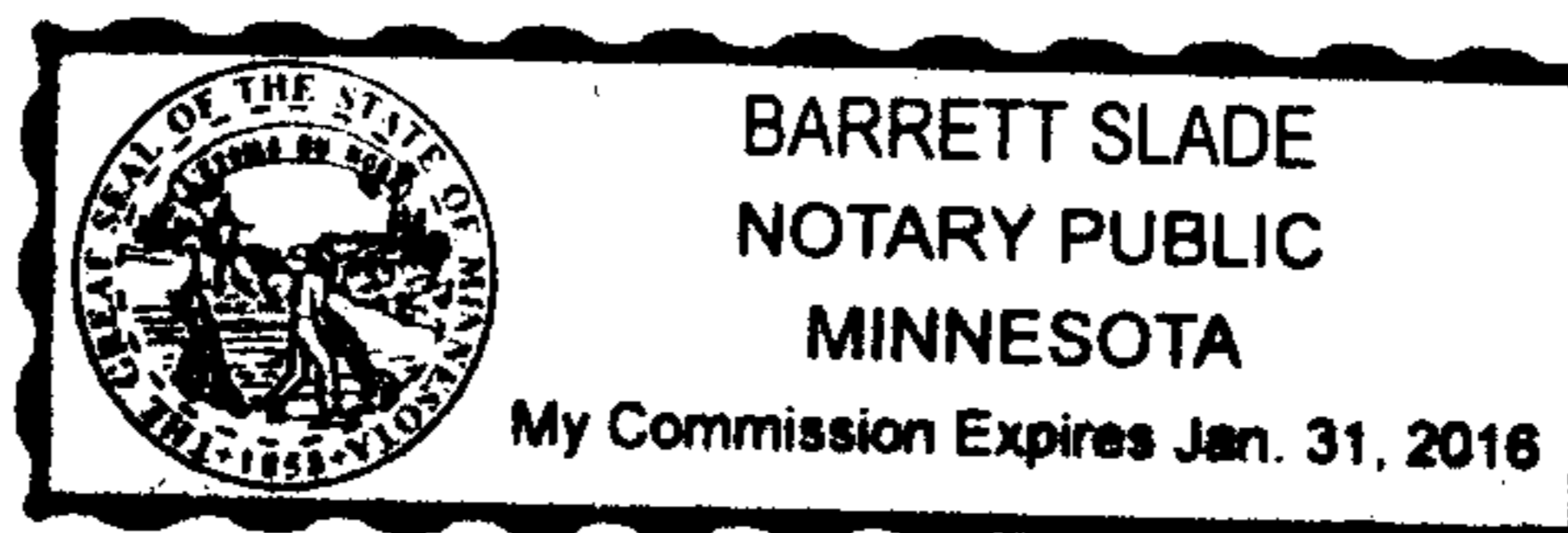
LENDER ACKNOWLEDGMENT

The State of Minnesota )  
Dakota County)

I, Barrett Slade, a Notary Public in and for said County in said State, hereby certify that Sharmi Patel whose name as Vice President Loan Documentation of the WELLS FARGO BANK, N.A. a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 12 day of March, 2012.

Barrett Slade  
(Style of Officer)





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In Witness Whereof, I have executed this Agreement.

Diane Henderson  
AKA Diane Henderson (Seal)

Borrower

**DIANE HENDERSON A/K/A DIANE G. HENDERSON**

2-24-2012  
Date

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

#### BORROWER ACKNOWLEDGMENT

The State of Alabama )  
Shelby County )

I, Betty J. Austin hereby certify that \_\_\_\_\_  
**DIANE HENDERSON A/K/A DIANE G. HENDERSON** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 24th day of Feb., 2012.

Betty J. Austin  
(Style of Officer)

Commission expires 7-25-2015





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Date: **FEBRUARY 15, 2012**  
Loan Number: (scan barcode)  
Lender: **WELLS FARGO BANK, N.A.**  
Borrower: **DIANE HENDERSON A/K/A DIANE G. HENDERSON**  
Property Address: **170 STRATFORD CIRCLE, PELHAM, ALABAMA 35124**

## NOTICE OF NO ORAL AGREEMENTS

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

*Diane Henderson AKA Diane G Henderson* 2-24-12  
Borrower Date

**DIANE HENDERSON A/K/A DIANE G. HENDERSON**

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

