

20140505000132600
05/05/2014 10:49:06 AM
MORT 1/7

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

~~When recorded mail to:~~ #:8681102

First American Title 
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: RIDLEY - PR DOCS

Source of Title: INSTRUMENT NO. 20090708000263050
Tax/Parcel No. 092090008010000

[Space Above This Line for Recording Data]

Original Principal Amount: \$417,000.00

Fannie Mae Loan No.:

Unpaid Principal Amount: \$429,214.71

Loan No: (scan barcode)

New Principal Amount \$450,139.87

New Money (Cap): \$20,925.16

48428906

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for FIXED Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 3RD day of **MARCH, 2014**, between **CRIST E. RIDLEY AND ELIZABETH RIDLEY, HUSBAND AND WIFE** ("Borrower") whose address is **228 SALISBURY CIRCLE, BIRMINGHAM, ALABAMA 35242** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **JUNE 30, 2009** and recorded on **JULY 8, 2009** in **INSTRUMENT NO. 20090708000263060**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**, and (2) the Note 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

228 SALISBURY CIRCLE, BIRMINGHAM, ALABAMA 35242
(Property Address)



the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$450,139.87**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal at the yearly rate of **4.6250%** from **MARCH 1, 2014**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$2,059.97** beginning on the **1ST day of APRIL, 2014**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. The new Maturity Date will be **MARCH 1, 2054**.

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-480	4.6250%	03/01/2014	\$2,059.97	\$739.46 Adjusts annually after year 1	\$2,799.43 Adjusts annually	04/01/2014	480

If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

1. 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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

2. 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

3. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By

Kanchana Narith

3/18/14

(print name)

(title)

Kanchana Narith
Vice President Loan Documentation

Date

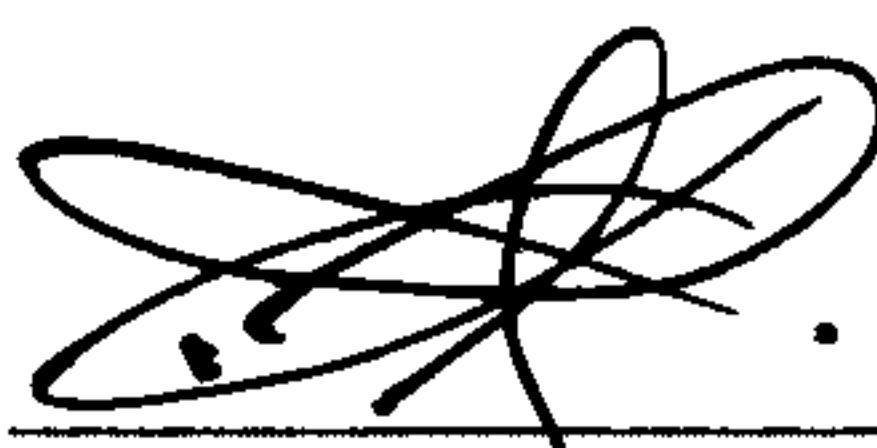
_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

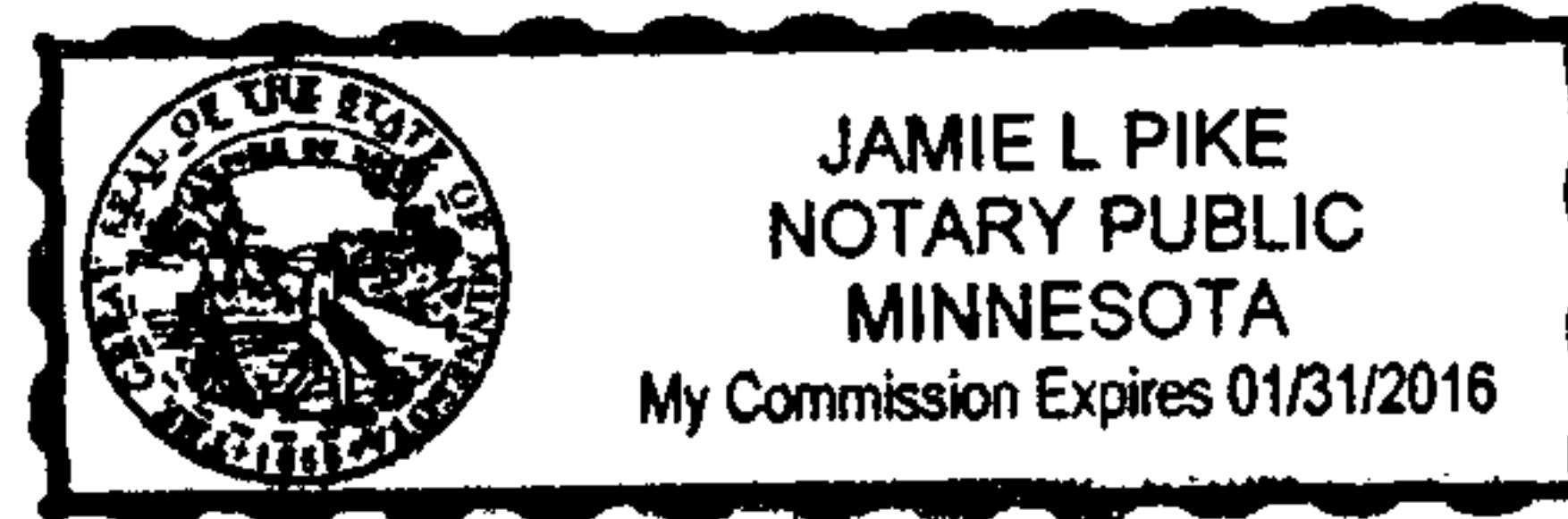
STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 03/18/2014 by
Kanchana Narith,
the
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said company.



Notary Public



Printed Name: Jamie L Pike

My commission expires: 01/31/2016

THIS DOCUMENT WAS PREPARED BY:

JESSICA ROGERS

WELLS FARGO BANK, N.A.

3476 STATEVIEW BLVD, MAC# X7801-03K

FORT MILL, SC 29715

In Witness Whereof, I have executed this Agreement.

Christ E. Ridley
Borrower: CHRIST E. RIDLEY

Borrower: CRIST E. RIDLEY

3/08/14

- 7 -

Elizabeth R
Borrower: ELIZABETH RIDLEY

3/08/14

Date

Borrower:

Date _____

Borrower:

Date _____

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of Alabama)
Shelby County)

I, a Notary Public, hereby certify that **CRIST E. RIDLEY AND ELIZABETH RIDLEY, HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of March, 2014.

Rhonda W. McShee

THE BOSTONIAN SOCIETY

Print Name: Rhonda W. McGehee

My commission expires: 7-10-16

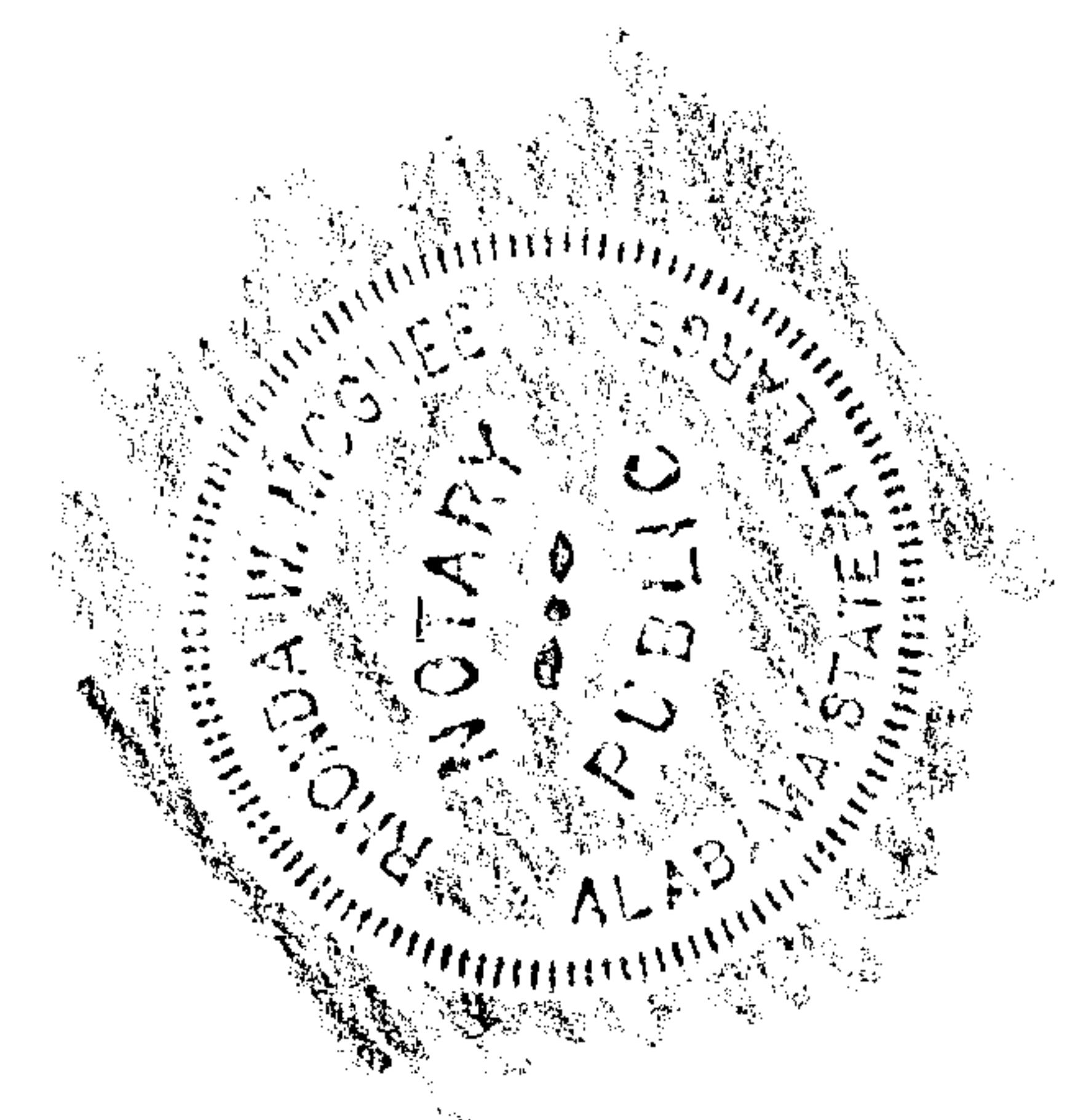


EXHIBIT A

BORROWER(S): CRIST E. RIDLEY AND ELIZABETH RIDLEY, HUSBAND AND WIFE

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 2110, ACCORDING TO THE MAP OF HIGHLAND LAKES, 21ST SECTOR, PHASE I & II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 30, PAGE 6, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS, ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENT AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT NO. 1994-07111 AND AMENDED IN INSTRUMENT NO. 1996-17543 AND FURTHER AMENDED IN INSTRUMENT NO. 1999-31095, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 21ST SECTOR, PHASE I & II, RECORDED AS INSTRUMENT NO. 20020716000332740 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

ALSO KNOWN AS: 228 SALISBURY CIRCLE, BIRMINGHAM, ALABAMA 35242

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

 **RIDLEY**
48428906 **AL**
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


Date: MARCH 3, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: CRIST E. RIDLEY, ELIZABETH RIDLEY

Property Address: 228 SALISBURY CIRCLE, BIRMINGHAM, ALABAMA 35242

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.

Criss E. Ridley

Borrower

3/08/14

Date

CRIST E. RIDLEY

Elizabeth Ridley

Borrower

3/08/14

Date

ELIZABETH RIDLEY

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/05/2014 10:49:06 AM
\$707.30 JESSICA
20140505000132600

J.W. Fuhrmeister

02272014_71

First American Mortgage Services

708



Page 7