



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. As of, **MAY 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$77,405.69**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$2,049.90. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
3. 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 **4.7500%**, from **MAY 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$403.78**, beginning on the **1ST** day of **JUNE, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2044** (the "Maturity Date"), the 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.
4. 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.

5. The 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.
6. 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:
  - (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.
7. If the borrower has filed for or received a discharge in a bankruptcy proceeding subsequent to or in



conjunction with the execution of this Agreement and said debt was not reaffirmed during the course of the proceeding, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement and may only enforce the lien as against the property.

8. 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.
9. Borrower agrees to make and execute other documents or papers as may be necessary 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.
10. 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.

**Mai Lee Xiong**  
Vice President Loan Documentation

Mai Xiong

5/1/14

By \_\_\_\_\_  
(print name)  
(title)

Date

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

**LENDER ACKNOWLEDGMENT**

STATE OF MN

COUNTY OF Dakota

The instrument was acknowledged before me this 5/1/2014 by

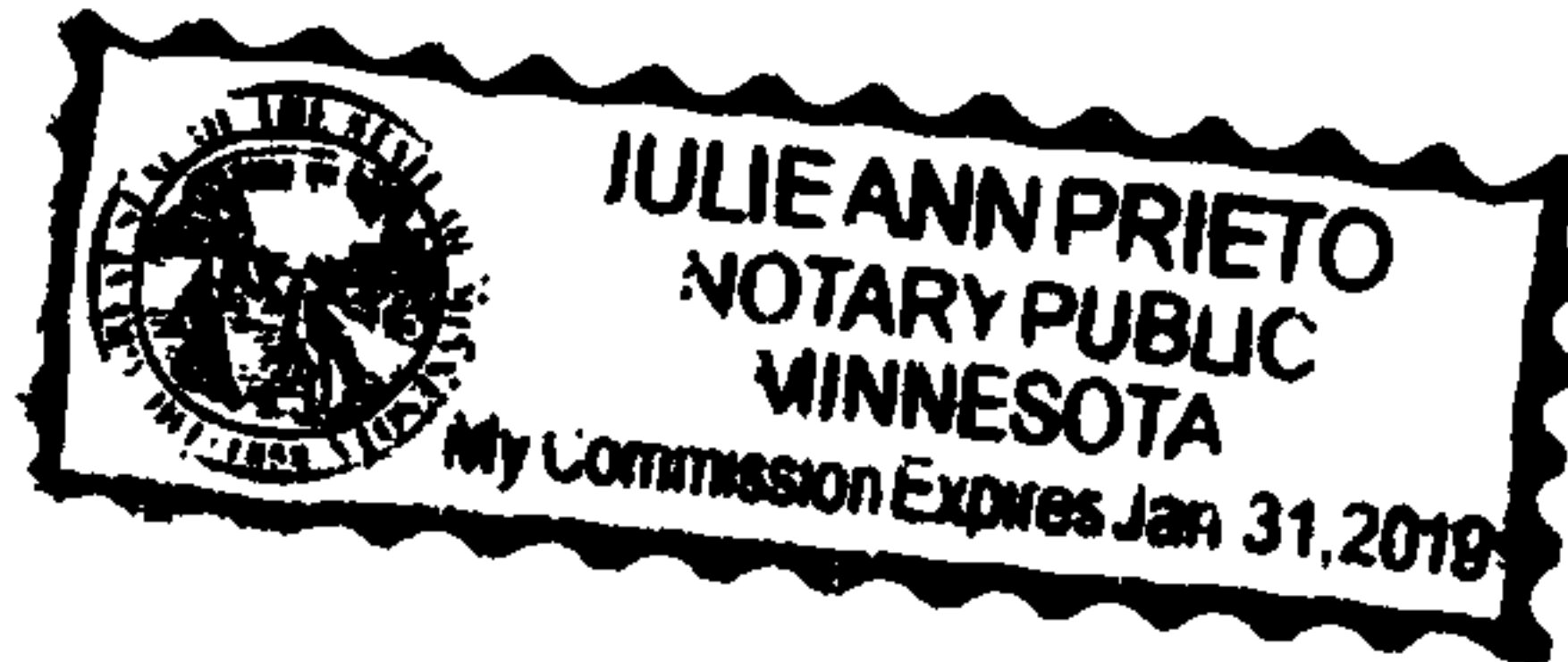
Mai Lee Xiong  
Vice President Loan Documentation

the

of WELLS FARGO BANK, N.A.,

a Vice President Loan Documentation, on behalf of said company.

Julie Ann Prieto  
Notary Public



Printed Name: Julie Ann Prieto

My commission expires: 1/31/2019

**THIS DOCUMENT WAS PREPARED BY:**  
**KATEY PATE**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SC 29715**

In Witness Whereof, I have executed this Agreement.

Michael E Towery  
Borrower: MICHAEL E TOWERY

4-7-14  
Date

Carolyn N Towery  
Borrower: CAROLYN N TOWERY

4-7-14  
Date

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

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

**BORROWER ACKNOWLEDGMENT**

The State of Alabama  
Jefferson County )

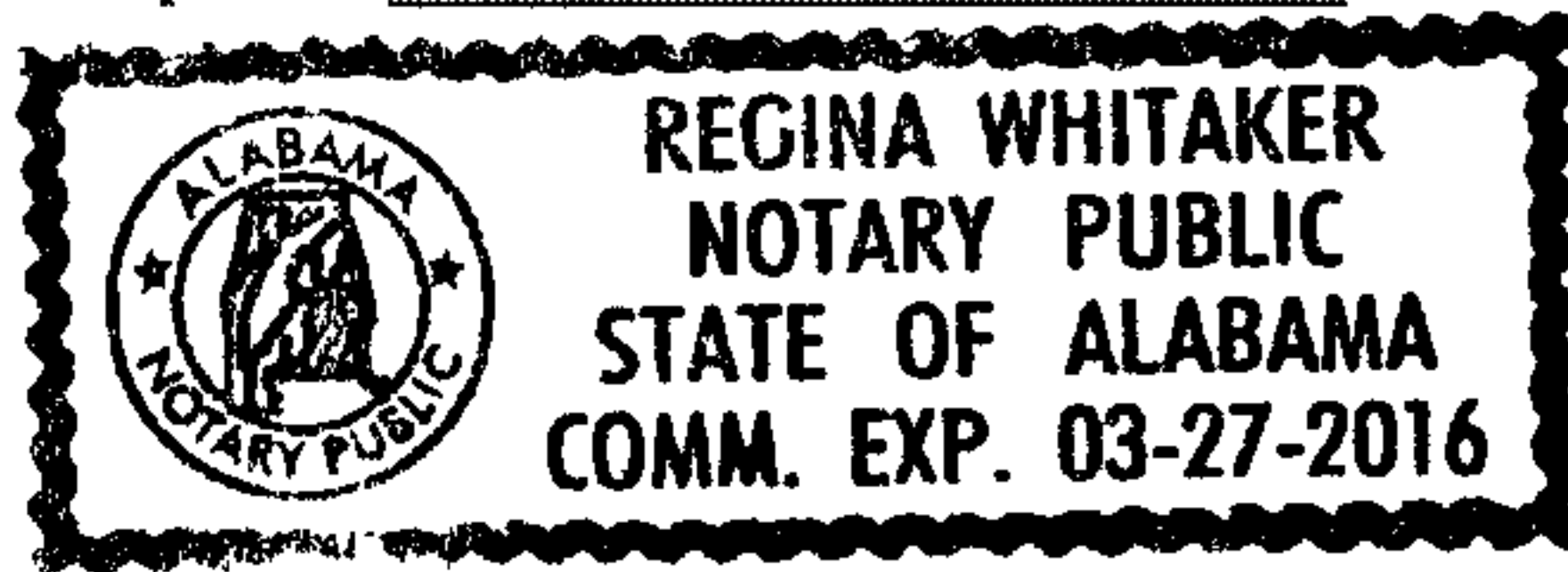
I, a Notary Public, hereby certify that MICHAEL E TOWERY AND WIFE, CAROLYN N TOWERY, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 7 day of April, 2014

Regina Whitaker  
Notary Public

Print Name: Regina Whitaker

My commission expires: \_\_\_\_\_



**EXHIBIT A**



**BORROWER(S): MICHAEL E TOWERY AND WIFE, CAROLYN N TOWERY, AS JOINT  
TENANTS, WITH RIGHT OF SURVIVORSHIP**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 1 EAST, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER  
OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33. TOWNSHIP  
17 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY  
ALONG THE DIAGONAL LINE, BEING THE NORTHEAST LINE OF SOUTHWEST 1/2 OF THE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE  
OF 979.43 FEET TO THE POINT OF BEGINNING OF PARCEL HEREIN DESCRIBED; THENCE  
CONTINUE SOUTHEASTERLY ALONG LAST DESCRIBED COURSE A DISTANCE OF 215.13  
FEET; THENCE TURN RIGHT 89 DEGREES 39 MINUTES 48 SECONDS AND RUN  
SOUTHWESTERLY A DISTANCE OF 105.11 FEET; THENCE TURN RIGHT 24 DEGREES 35  
MINUTES 33 SECONDS AND CONTINUE SOUTHWESTERLY A DISTANCE OF 225.83 FEET;  
THENCE TURN RIGHT 111 DEGREES 20 MINUTES 41 SECONDS AND RUN NORTHERLY A  
DISTANCE OF 307.12 FEET; THENCE TURN RIGHT 89 DEGREES 30 MINUTES 00 SECONDS  
AND RUN EASTERLY A DISTANCE OF 129.74 FEET TO THE POINT OF BEGINNING.**

**ALSO KNOWN AS: 102 LAKEVIEW DRIVE, LEEDS, ALABAMA 35094**

 **TOWERY**  
**48699122** **AL**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  


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

Date: APRIL 1, 2014  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, N.A.  
Borrower: MICHAEL E TOWERY, CAROLYN N TOWERY  
Property Address: 102 LAKEVIEW DRIVE, LEEDS, ALABAMA 35094

**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.

*Michael E Towery* 4-7-14  
Borrower Date  
MICHAEL E TOWERY

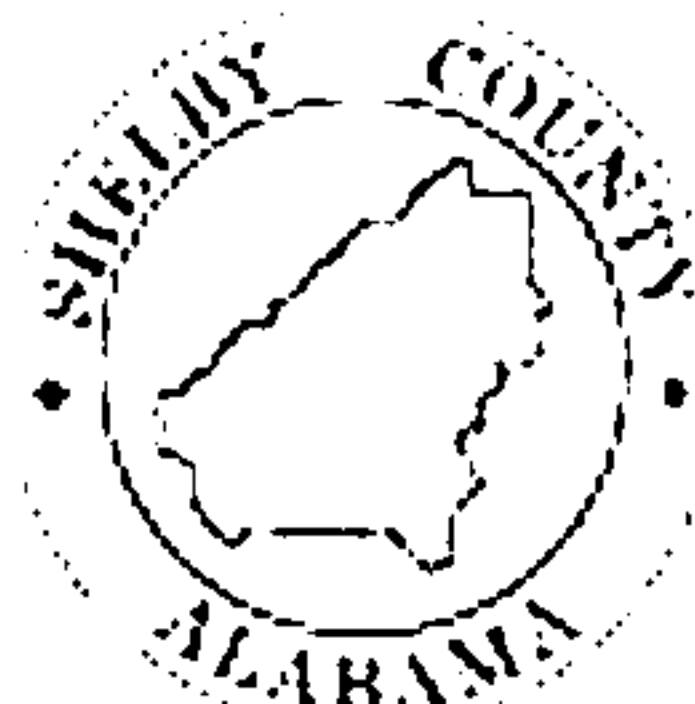
*Carolyn N. Towery* 4-7-14  
Borrower Date  
CAROLYN N TOWERY

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

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

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

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



*James W. Fuhrmeister*