


20140627000194700  
06/27/2014 09:11:15 AM  
MORTAMEN 1/9

This Document Prepared By:  
**PATRICK O'DONNELL**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SC 29715**

When recorded ~~patrick~~ #:8386062  
First American Title   
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: COX - PR DOCS

Source of Title: INSTRUMENT NO. 20100602000173170  
Tax/Parcel No. 02 7 25 4 991 100.000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$268,545.00  
Unpaid Principal Amount: \$252,057.95  
New Principal Amount \$236,861.02  
New Money (Cap): \$0.00

FHA/VA Loan No.   
FHA Case No.: 731 011-6782870  
Loan No: (scan barcode)

48758166

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 26TH day of FEBRUARY, 2014, between STEVEN D. COX, A SINGLE PERSON ("Borrower"), whose address is 23100 PORTOBELLO ROAD #100, 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"), dated MAY 27, 2010 and recorded on JUNE 2, 2010 in INSTRUMENT NO. 20100602000173180, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$268,545.00, 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 23100 PORTOBELLO ROAD #100, BIRMINGHAM, ALABAMA 35242

the real property described is located in SHELBY COUNTY, ALABAMA and 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. 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, **APRIL 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$236,861.02**, 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 \$15,196.93. 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 **4.5000%**, from **APRIL 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,200.14**, beginning on the **1ST** day of **MAY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 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. 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.
8. 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.
9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

 COX  
48758166

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



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

**Pang Xiong**  
Vice President Loan Documentation

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

4-23-2014

by  
the

Pang Xiong

Vice President Loan Documentation

of WELLS FARGO BANK, N.A.,

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

Notary Public

Printed Name:

My commission expires:

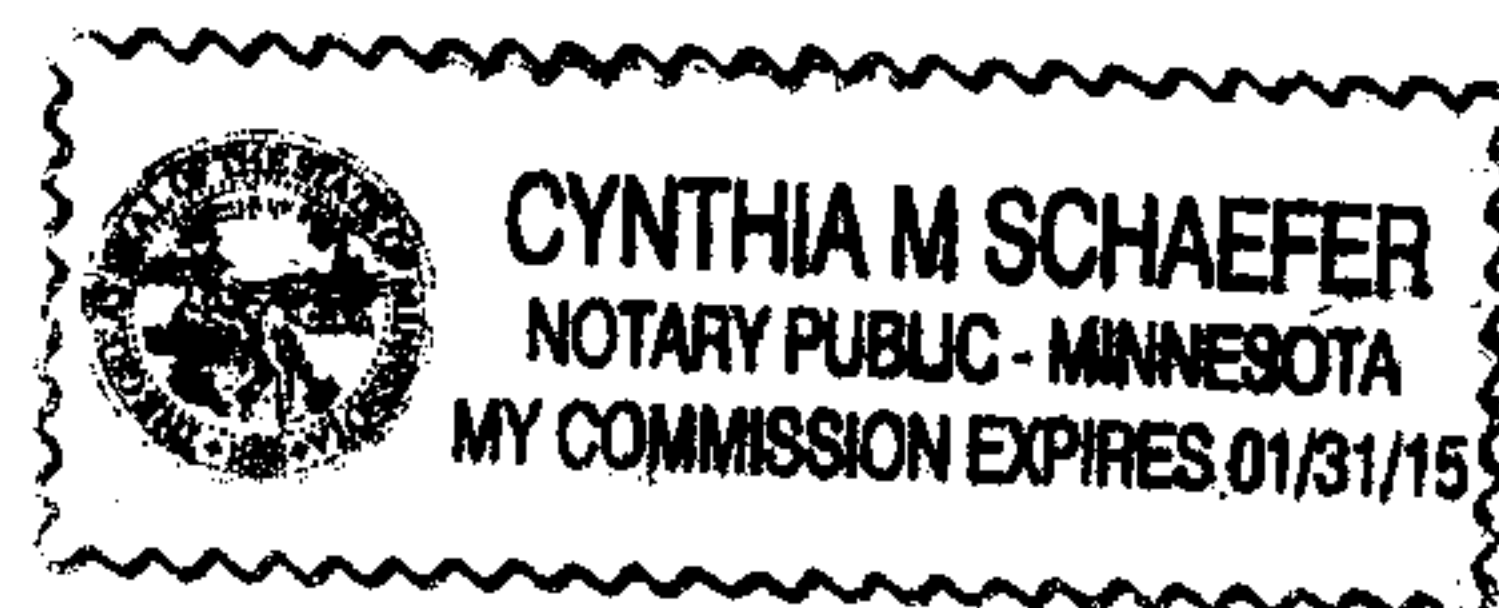
**THIS DOCUMENT WAS PREPARED BY:**

**PATRICK O'DONNELL**

**WELLS FARGO BANK, N.A.**

**3476 STATEVIEW BLVD, MAC# X7801-03K**

**FORT MILL, SC 29715**





In Witness Whereof, I have executed this Agreement.

Steven D. Cox  
Borrower: STEVEN D. COX

4/2/2014  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**BORROWER ACKNOWLEDGMENT**

The State of Alabama  
Jefferson County )

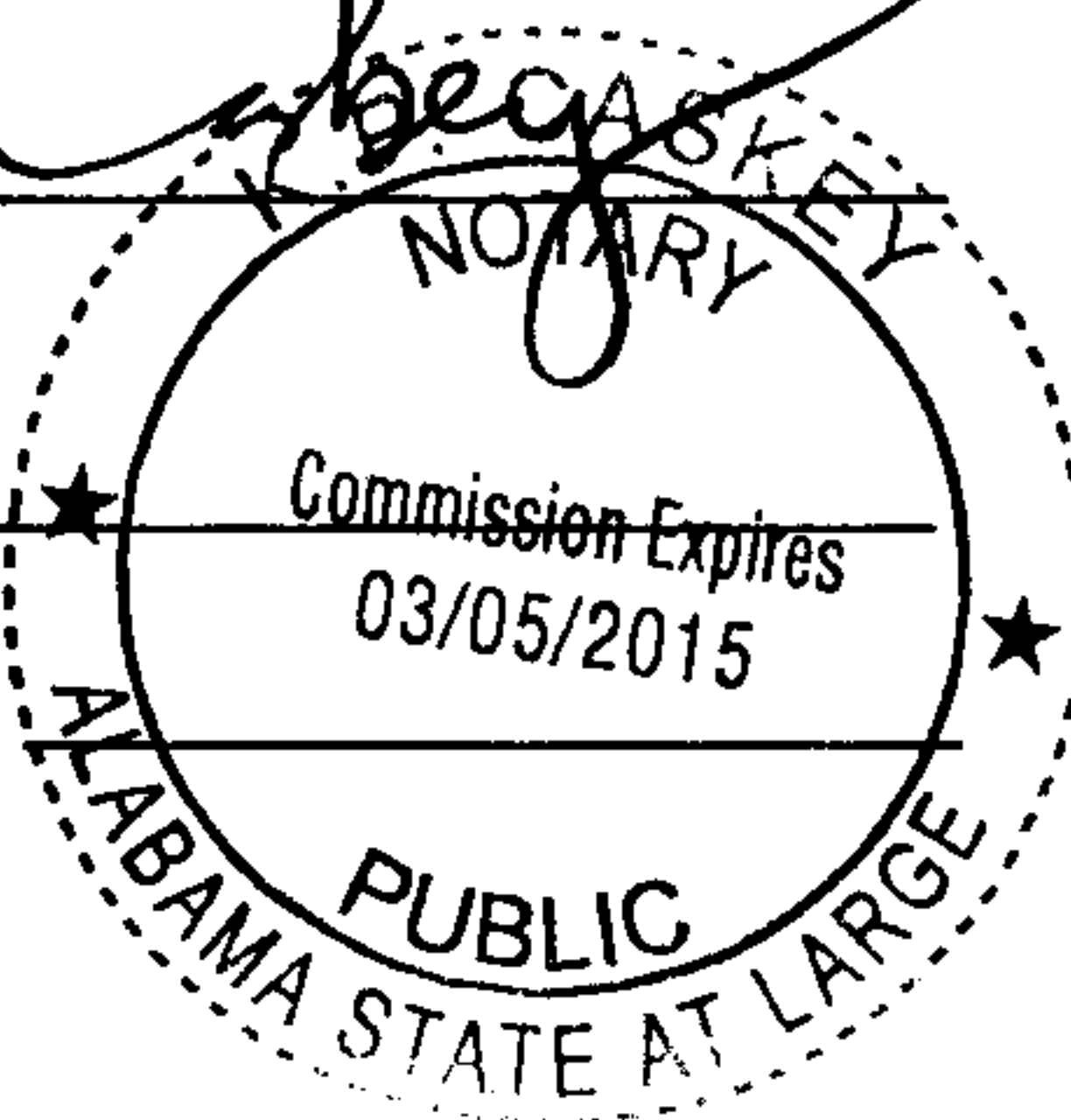
I, a Notary Public, hereby certify that **STEVEN D. COX, A SINGLE PERSON** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 2nd day of April, 2014.

K. L. Cabegas  
Notary Public

Print Name: \_\_\_\_\_

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



**EXHIBIT A**

**BORROWER(S): STEVEN D. COX, A SINGLE PERSON**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**UNIT 100, BUILDING 23 IN EDENTON, A CONDOMINIUM, AS ESTABLISHED BY THAT CERTAIN DECLARATION OF CONDOMINIUM, WHICH IS RECORDED IN INSTRUMENT 20070420000184480, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, 1ST AMENDMENT TO DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070508000215560, 2ND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070522000237580, 3RD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070606000263790, AND THE 4TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070626000297920, 5TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070817000390000, 6TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20071214000565780, 7TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20080131000039690, 8TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 200804110001-48760, 9TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20080514000196360, 10TH AMENDMENT TO DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20080814000326660, AND ANY AMENDMENTS THERETO, TO WHICH DECLARATION OF CONDOMINIUM A PLAN IS ATTACHED AS EXHIBIT "C" THERETO, AND AS RECORDED IN THE CONDOMINIUM PLAT OF EDENTON, A CONDOMINIUM, IN MB 38, PG 77, 1ST AMENDED CONDOMINIUM PLAT OF EDENTON, A CONDOMINIUM AS RECORDED IN MB 39, PG 4, AND THE 2ND AMENDED CONDOMINIUM PLAT OF EDENTON, A CONDOMINIUM AS RECORDED IN MB 39, PG 79, 3RD AMENDED CONDOMINIUM PLAT OF EDENTON, A CONDOMINIUM AS RECORDED IN MB 39, PG 137, 4TH AMENDED CONDOMINIUM PLAT OF EDENTON, A CONDOMINIUM AS RECORDED IN MB 40, PG 54, AND ANY FUTURE AMENDMENTS THERETO, ARTICLES OF INCORPORATION OF EDENTON RESIDENTIAL OWNERS ASSOCIATION INC AS RECORDED IN INSTRUMENT 20070425000639250, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AND TO WHICH SAID DECLARATION OF CONDOMINIUM THE BY-LAWS OF EDENTON RESIDENTIAL OWNERS ASSOCIATION INC., ARE ATTACHED AS EXHIBIT "B" THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS ASSIGNED TO SAID UNIT, BY SAID DECLARATION OF CONDOMINIUM SET OUT IN EXHIBIT "D". TOGETHER WITH RIGHTS IN AND TO THAT CERTAIN NON-EXCLUSIVE ROADWAY EASEMENT AS SET OUT IN INSTRUMENT 20051024000560630, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. SUBJECT TO: (1) RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT RECORDED IN DEED BOOK 126, PG 187, DEED BOOK 185, PG 120, REAL 105, PG 861 AND REAL 167, PG 335 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (2) ROADWAY EASEMENT AGREEMENT AS RECORDED IN INSTRUMENT 20051024000550530 AND INSTRUMENT 20061024000523450, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (3) RESTRICTIVE USE AGREEMENT BETWEEN**



JRC LAKESIDE LIMITED PARTNERSHIP AND CAHABA BEACH INVESTMENTS, LLC AS RECORDED IN INSTRUMENT 20051024000550540 AND IN INSTRUMENT 20061024000523460, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (4) EASEMENT FOR GRADING AND SLOPE MAINTENANCE RECORDED IN INSTRUMENT 20060817000404390 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (5) EASEMENT TO BELLSOUTH, AS RECORDED IN INSTRUMENT 20060920000466950 AND INSTRUMENT 20070125000038780 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (6) EASEMENT TO ALABAMA POWER COMPANY RECORDED IN INSTRUMENT 20061212000601050, INSTRUMENT 20061212000601060, INSTRUMENT 20060828000422250, INSTRUMENT 20061212000601460, INSTRUMENT 20070517000230870 AND INSTRUMENT 20070517000231070, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (7) DECLARATION OF CONDOMINIUM OF EDENTON, A CONDOMINIUM, WHICH IS RECORDED IN INSTRUMENT 20070420000184480, 1ST AMENDMENT TO DECLARATION OF EDENTON AS RECORDED IN INSTRUMENT 20070508000215560. 2ND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070522000237580, 3RD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070606000263790, AND THE 4TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070626000297920, 5TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070817000390000, 6TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20071214000566780, 7TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20080131000039690, 8TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20080411000148760, 9TH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20080514000196360, 10TH AMENDMENT TO DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20080814000326660, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND ANY FURTHER AMENDMENTS THERETO; (8) ARTICLES OF INCORPORATION OF EDENTON RESIDENTIAL OWNERS ASSOCIATION INC AS RECORDED IN INSTRUMENT 20070425000639250, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (9) TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING RIGHTS SET OUT IN REAL 41, PAGE 83 AND DEED BOOK 176, PG 186, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (10) RESTRICTIONS AS SET OUT IN REAL 54, PG 199, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (11) ASSIGNMENT AND CONVEYANCE WITH DEVELOPMENT AGREEMENTS AND RESTRICTIVE COVENANTS BY AND BETWEEN CAHABA LAND ASSOCIATES LLC AND CAHABA BEACH INVESTMENTS LLC AS RECORDED IN INSTRUMENT 20061024000550520, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (12) RIGHTS OF OTHERS IN AND TO THE NON-EXCLUSIVE EASEMENT AS SET OUT IN EASEMENT AGREEMENT IN INSTRUMENT 20051024000550530, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (13) EXCLUSIVE ACCESS AND EASEMENT AGREEMENT GRANTED TO ALEXANDER JONES IN INSTRUMENT 20080616000243110, IN THE OFFICE OF JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (14) SANITARY SEWER EASEMENT GRANTED TO SWWC UTILITIES IN INSTRUMENT 20090126000023560, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 23100 PORTOBELLO ROAD #100, BIRMINGHAM, ALABAMA 35242

20140627000194700 06/27/2014 09:11:15 AM MORTAMEN  
8/9



Date: FEBRUARY 26, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: STEVEN D. COX

Property Address: 23100 PORTOBELLO ROAD #100, 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.

Steven D. Cox  
Borrower  
STEVEN D. COX

4/2/2014  
Date

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

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

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

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

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



*James W. Fuhrmeister*