

20150128000029060  
01/28/2015 11:41:42 AM  
MORTAMEN 1/8

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

This Document Prepared By:  
EVELYN TAYLOR  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SC 29715

~~When recorded mail to:~~ #:8814231  
First American Title   
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: BOLIEK - PR DOCS

Source of Title: INSTRUMENT NO. 20060420000185400 DEED BOOK N/A, AT PAGE(S) N/A  
Tax/Parcel No. 10-1-01-0-991-172.000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$138,422.00      FHA/VA Loan No. \_\_\_\_\_  
Unpaid Principal Amount: \$123,577.32      FHA Case No. \_\_\_\_\_  
New Principal Amount \$121,441.14      Loan No: (scan barcode)  
New Money (Cap): \$0.00

49639228

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 30TH day of JUNE, 2014, between PHILLIP B. BOLIEK AND MARGARET VICTORIA MATHIS, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ("Borrower"), whose address is 1708 MORNING SUN 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"), dated APRIL 14, 2006 and recorded on APRIL 20, 2006 in INSTRUMENT NO. 20060420000185410, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$138,422.00, 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 1708 MORNING SUN CIRCLE, 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):

Wells Fargo Custom FHA HAMP Loan Modification Agreement  
09012014\_258

First American Mortgage Services

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Initial   
708 

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, **AUGUST 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$121,441.14**, 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 \$2,136.18. 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 **4.2500%**, from **AUGUST 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$597.42**, beginning on the **1ST** day of **SEPTEMBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 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

In Witness Whereof, I have executed this Agreement

Borrower: PHILLIP B. BOLIEK

Borrower: MARGARET VICTORIA MATHIS

Date

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 **PHILLIP B. BOLIEK AND MARGARET VICTORIA MATHIS, HUSBAND AND WIFE, 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 2nd day of October, 2014.

Megan P. Blickenstaff  
Notary Public

Print Name: Megan P. Blickenstaff

My commission expires: 08/02/2016





In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By Alethea Gail Ladd (print name)  
Vice President Loan Documentation (title)

12/18/14  
Date

[Space Below This Line for Acknowledgments]

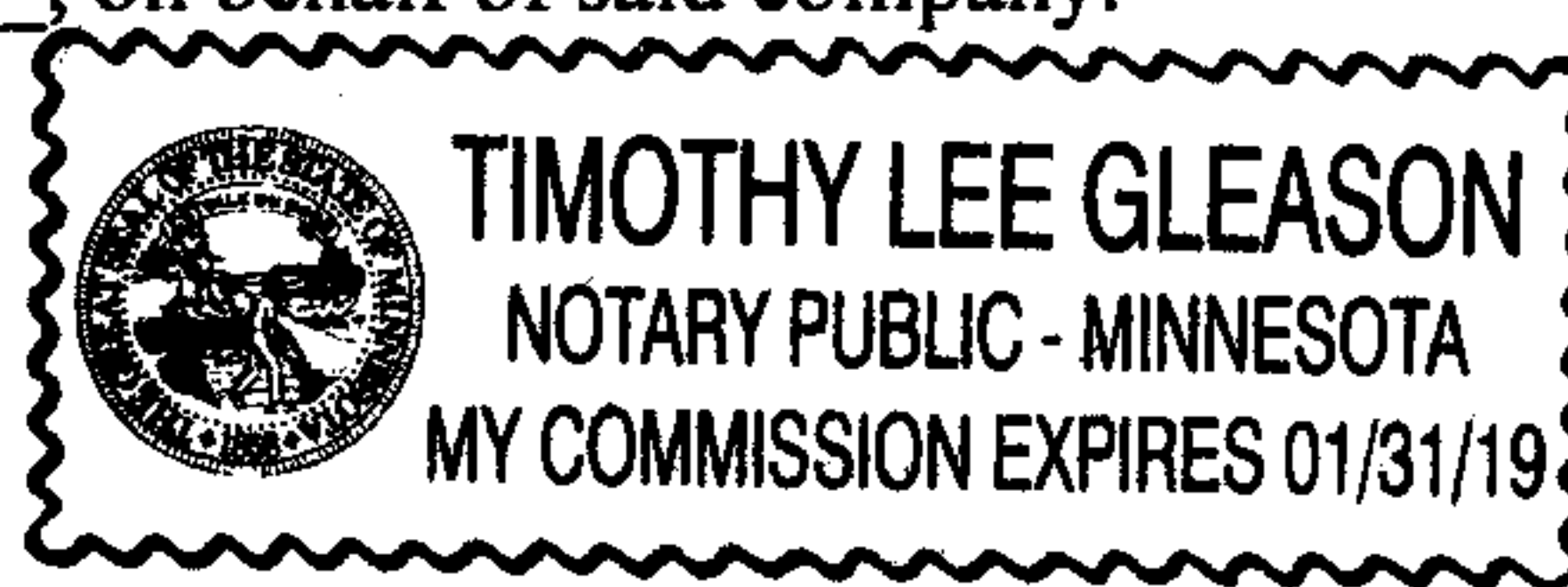
**LENDER ACKNOWLEDGMENT**

STATE OF MN

COUNTY OF Dakota

The instrument was acknowledged before me this 12-18-2014 by  
Alethea Gail Ladd, the  
Vice President Loan Documentation of **WELLS FARGO BANK, N.A.**,  
a Vice President Loan Documentation on behalf of said company.

Timothy L. Gleason  
Notary Public



Printed Name: **Timothy Lee Gleason**

My commission expires: 1-31-2019

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

**EXHIBIT A**

**BORROWER(S): PHILLIP B. BOLIEK AND MARGARET VICTORIA MATHIS, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF BIRMINGHAM, AND DESCRIBED AS FOLLOWS: UNIT 1708, IN HORIZON, A CONDOMINIUM, AS ESTABLISHED BY THAT CERTAIN DECLARATION OF CONDOMINIUM OF HORIZON, A CONDOMINIUM, WHICH IS RECORDED IN INSTRUMENT 2001-40927, TO WHICH DECLARATION OF CONDOMINIUM A PLAN IS ATTACHED AS EXHIBIT "A" THERETO, SAID PLAN BEING FILED FOR RECORD IN MAP BOOK 28, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND TO WHICH SAID DECLARATION OF CONDOMINIUM THE BY-LAWS OF THE HORIZON CONDOMINIUM ASSOCIATION, INC. IS ATTACHED AS EXHIBIT "D". TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS ASSIGNED TO SAID UNIT, AS SHOWN IN EXHIBIT "C" OF SAID DECLARATION OF CONDOMINIUM OF HORIZON, A CONDOMINIUM. SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.**

**ALSO KNOWN AS: 1708 MORNING SUN CIRCLE, BIRMINGHAM, ALABAMA 35242**

### Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **WELLS FARGO BANK, N.A.** (the "Lender") and **PHILLIP B. BOLIEK AND MARGARET VICTORIA MATHIS, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** (the "Borrower") dated **JUNE 30, 2014** the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

This agreement is only valid once consent of the United States Bankruptcy Court or other applicable approval to modify this mortgage is received.

(BORROWER MUST INITIAL HERE) 

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Lender

Borrower

 12/18/14

By:

Name: **Alethea Gall Ladd**  
Vice President Loan Documentation

  
**PHILLIP B. BOLIEK**

  
**MARGARET VICTORIA MATHIS**

Date: JUNE 30, 2014  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, N.A.  
Borrower: PHILLIP B. BOLIEK, MARGARET VICTORIA MATHIS  
Property Address: 1708 MORNING SUN 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.

Borrower  
PHILLIP B. BOLIEK

Date

Borrower  
MARGARET VICTORIA MATHIS

Date

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

BOLIEK  
49639228  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

AL

09012014\_258

First American Mortgage Services

Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/28/2015 11:41:42 AM  
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