

20150130000032570  
01/30/2015 02:41:01 PM  
MORTAMEN 1/6

This Document Prepared By:  
**AMIRA MUHAREMOVIC**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SC 29715**  
(903) 416-1477

~~When recorded mail to:~~ #9147900  
First American Title   
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: MCLEOD - PR DOCS

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

Source of Title: INSTRUMENT NO. 1998-08351 DEED BOOK NA, AT PAGE(S) NA  
Tax/Parcel No. 13-3-05-0-002-022.000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

Original Principal Amount: \$302,000.00

Fannie Mae Loan No.:

Unpaid Principal Amount: \$281,172.11

Loan No: (scan barcode)

New Principal Amount \$292,409.38

New Money (Cap): \$11,237.27

49650405

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for FIXED Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15TH day of OCTOBER, 2014, between JAMES B MCLEOD AND NANCY W MCLEOD, HUSBAND AND WIFE ("Borrower") whose address is 1131 RUSHING PARC DR, BIRMINGHAM, ALABAMA 35244 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 APRIL 6, 2007 and recorded on APRIL 24, 2007 in INSTRUMENT NO. 20070424000188280, 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

1131 RUSHING PARC DR, BIRMINGHAM, ALABAMA 35244  
(Property Address)



MCLEOD  
49650405

AL

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

the real property described being set forth as follows:

**LOT 22, ACCORDING TO THE AMENDED MAP OF RUSHING PARC SECTOR TWO, AS  
RECORDED IN MAP  
BOOK 20, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.  
SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.**

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, **OCTOBER 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$292,409.38**, 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 **OCTOBER 1, 2014**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$1,338.15** beginning on the **1ST** day of **NOVEMBER, 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 Maturity Date will be **OCTOBER 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
<b>1-480</b>	<b>4.6250%</b>	<b>10/01/2014</b>	<b>\$1,338.15</b>	<b>\$1,063.64</b> Adjusts annually after year 1	<b>\$2,401.79</b> Adjusts annually	<b>11/01/2014</b>	<b>480</b>

3. 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.

4. 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.

5. 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, I have executed this Agreement.

James B. McLeod  
Borrower: JAMES B MCLEOD

12/17/14

Date

Nancy W. McLeod  
Borrower: NANCY W MCLEOD

12/17/2014

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

The State of Alabama  
Shelby County )

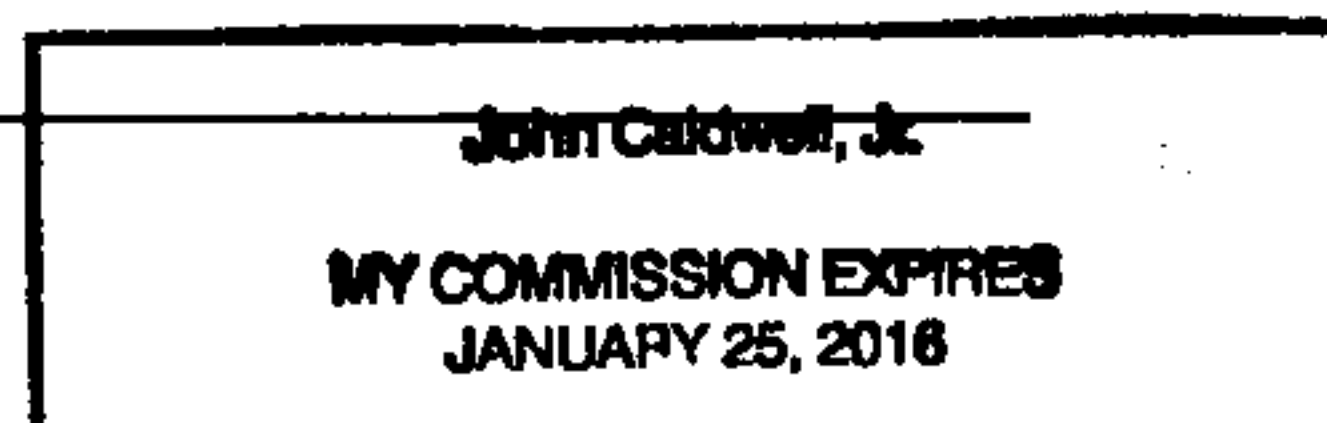
I, a Notary Public, hereby certify that **JAMES B MCLEOD AND NANCY W MCLEOD, HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same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

Given under my hand this 17 day of December, 20 14

John Caldwell  
Notary Public

Print Name: John Caldwell

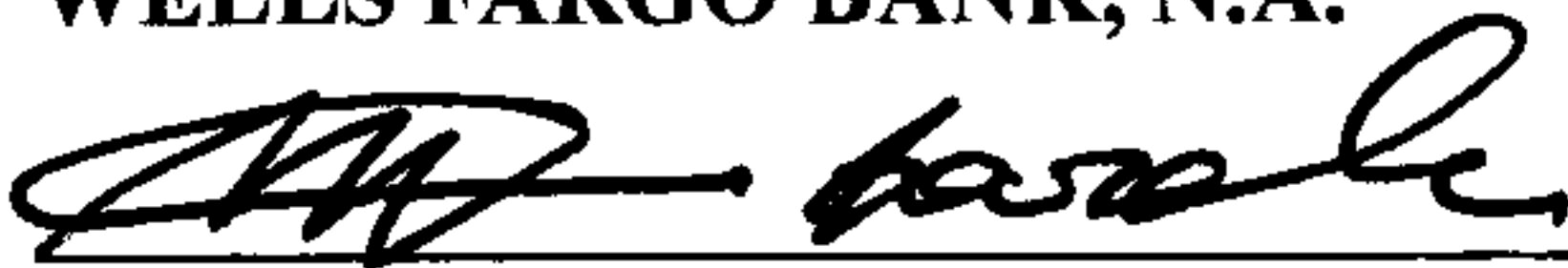
My commission expires:



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

**Muna Fareh**  
Vice President Loan Documentation



By

(print name)  
(title)

1-7-15

Date

[Space Below This Line for Acknowledgments]

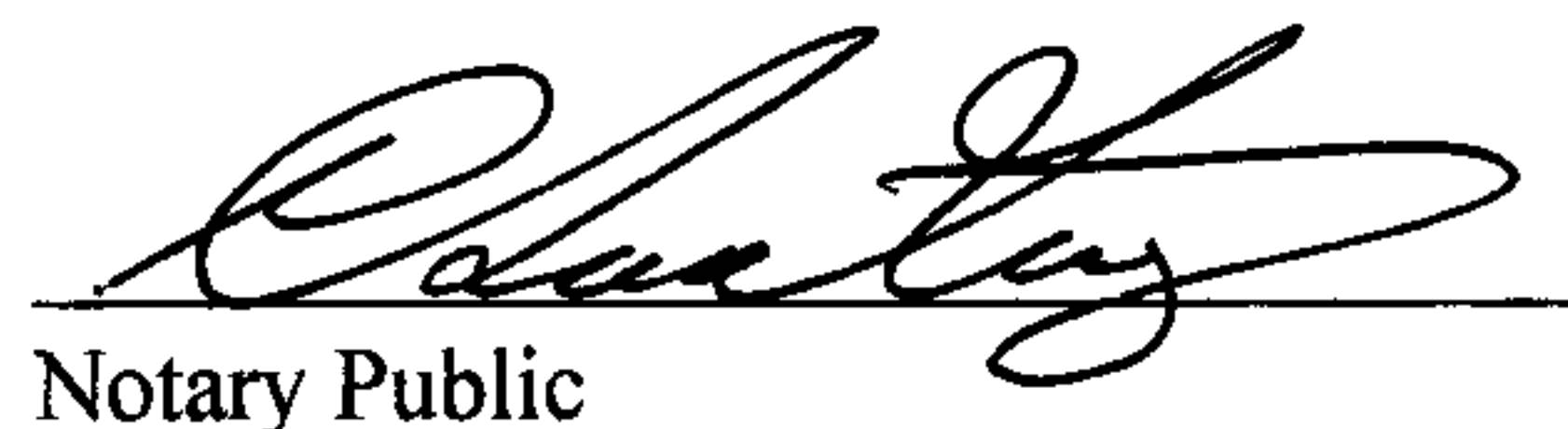
**LENDER ACKNOWLEDGMENT**

STATE OF Minnesota

COUNTY OF Dakota

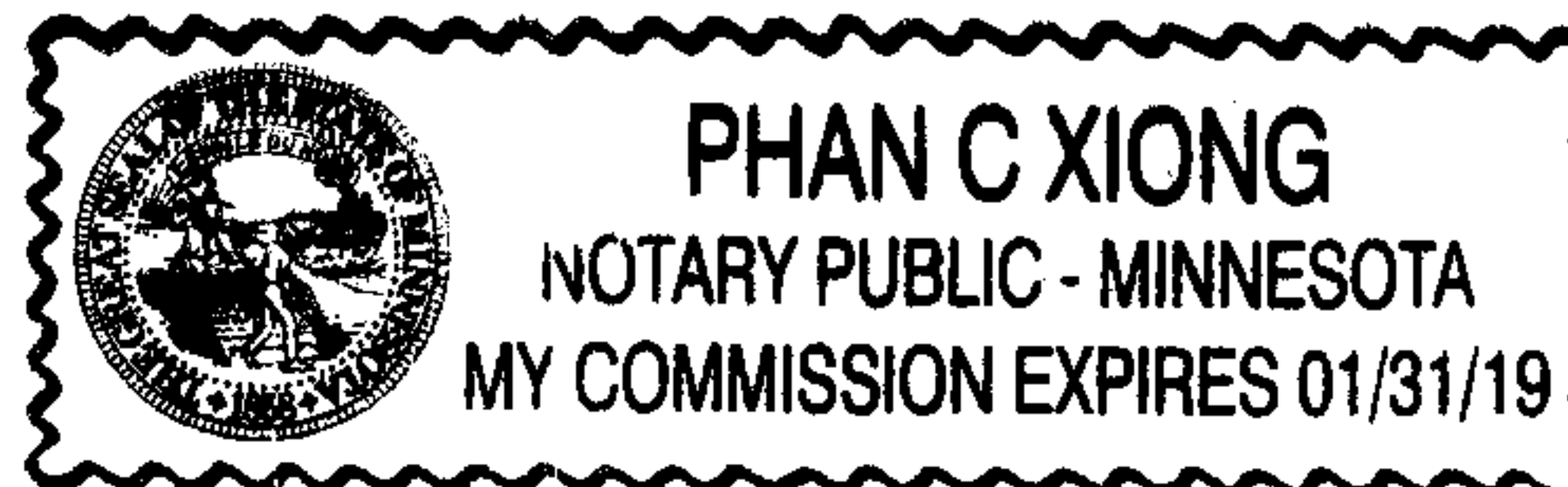
The instrument was acknowledged before me this January 07, 2015 by  
Muna Fareh, the

Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation, on behalf of said company.

  
Notary Public

Printed Name: Phan C Xiong

My commission expires: 01/31/2019



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



Date: OCTOBER 15, 2014  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, N.A.

Borrower: JAMES B MCLEOD, NANCY W MCLEOD

Property Address: 1131 RUSHING PARC DR, BIRMINGHAM, ALABAMA 35244

### 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.

*James B McLeod* 12/17/14  
Borrower \_\_\_\_\_ Date  
JAMES B MCLEOD

*Nancy W. McLeod* 12/17/2014  
Borrower \_\_\_\_\_ Date  
NANCY W MCLEOD

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

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

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

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

08312014\_71

First American Mortgage Services



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/30/2015 02:41:01 PM  
\$467.75 DEBBIE  
20150130000032570

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708 A standard 1D barcode is located to the right of the number 708.

*James W. Fuhrmeister*