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08/17/2015 08:20:36 AM  
MORTAMEN 1/7

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

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
**ATTN: LMTS**  
**P.O. BOX 27670**  
**SANTA ANA, CA 92799-7670**

Source of Title: **INSTRUMENT NO. 1995-26343 DEED BOOK n/a, AT PAGE(S) n/a**  
Tax/Parcel No. **10-4-20-0-007-007.000**

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
**Original Principal Amount: \$262,295.00** **FHA/VA Loan No.:**  
**Unpaid Principal Amount: \$244,536.71** **Loan No: (scan barcode)**  
**New Principal Amount \$267,141.25**  
**New Money (Cap): \$22,604.54**

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

**(Providing for Fixed Rate)**

This Loan Modification Agreement ("Agreement"), made this **6TH** day of **OCTOBER, 2014**, between **GEORGE F. MANDY , A MARRIED MAN & ANNE C. MANDY, HIS WIFE** ("Borrower"), whose address is **5224 OVERLOOK CIRCLE, 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"), dated **JANUARY 23, 2009** and recorded on **FEBRUARY 6, 2009** in **INSTRUMENT NO. 20090206000040500, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of **U.S. \$262,295.00**, 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

**5224 OVERLOOK CIRCLE, BIRMINGHAM, ALABAMA 35244**

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, **NOVEMBER 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$267,141.25**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$22,604.54** 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.
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 **NOVEMBER 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,314.17**, beginning on the **1ST** day of **DECEMBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 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.

George F. Mandy  
Borrower: GEORGE F MANDY

10-24-14  
Date

Anne C. Mandy  
Borrower: ANNE C MANDY

10-24-14  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**BORROWER ACKNOWLEDGMENT**

The State of Alabama  
Shelby County )

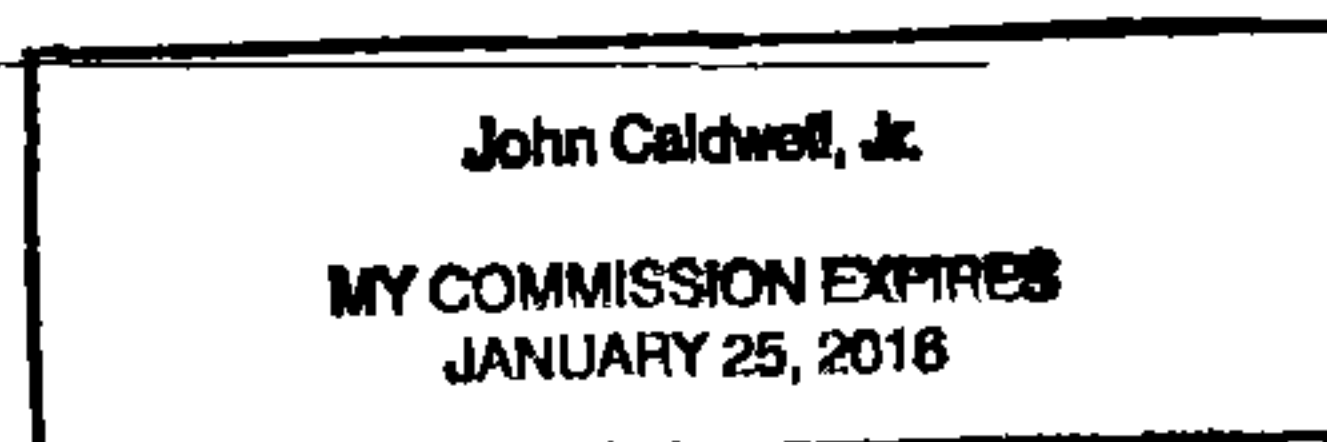
I, a Notary Public, hereby certify that **GEORGE F. MANDY, A MARRIED MAN & ANNE C. MANDY, HIS WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 24 day of October, 2014.

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.

**Amisi Ali**  
Vice President Loan Documentation

By



(print name)  
(title)

Date

11/20/14

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

STATE OF

MN

COUNTY OF

Dakota

The instrument was acknowledged before me this

11/20/14

by

Amisi Ali

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: Trang Luong Huynh

My commission expires:

01/31/2019



**THIS DOCUMENT WAS PREPARED BY:**

**ULANDA ANTLEY**

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

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

**FORT MILL, SC 29715**



**EXHIBIT A**

**BORROWER(S): GEORGE F. MANDY , A MARRIED MAN & ANNE C. MANDY, HIS WIFE**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**LOT 07, ACCORDING TO THE SURVEY OF "THE COTTAGES AT SOUTHLAKE", AS RECORDED IN MAP BOOK 16, PAGE 71, AND AS AMENDED IN MAP BOOK 16, PAGE 139, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE "COMMON AREA" AS DESIGNATED ON THE SAID RECORDED MAP. SUBJECT TO RIGHTS OF ADJOINING OWNERS IN ALL JOINT OR COMMON AREAS INCLUDING, BUT NOT LIMITED TO, ROOF, FOUNDATION, PARTY WALLS, WALKWAY AND ENTRANCE. SUBJECT TO 15 FOOT BUILDING LINE, RIGHT OF WAY, AGREEMENT WITH ALABAMA POWER COMPANY AND TERMS, AGREEMENTS AND RIGHT OF WAY TO ALABAMA POWER COMPANY AND RESTRICTIONS OF RECORD. SUBJECT TO ARTICLES OF INCORPORATION OF SOUTHLAKE TOWNHOMES OWNERS ASSOCIATION AND DECLARATION, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHLAKE TOWNHOMES OF RECORD.**

**ALSO KNOWN AS: 5224 OVERLOOK CIRCLE, BIRMINGHAM, ALABAMA 35244**



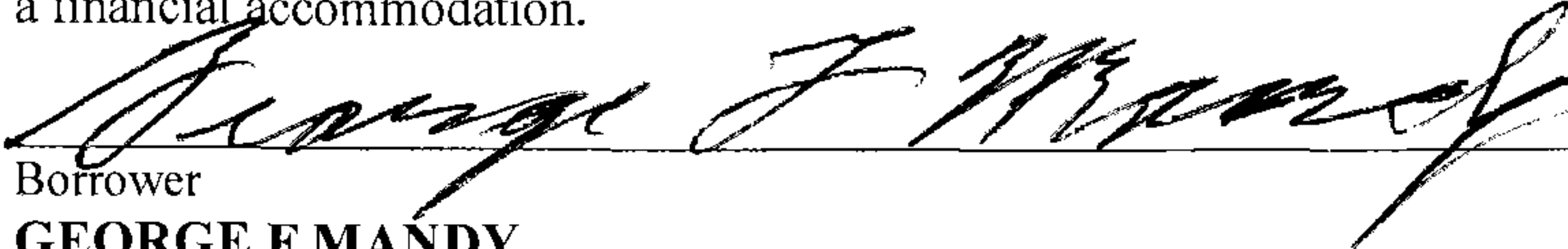
Date: **OCTOBER 6, 2014**  
Loan Number: (scan barcode)  
Lender: **WELLS FARGO BANK, N.A.**  
Borrower: **GEORGE F MANDY, ANNE C MANDY**  
Property Address: **5224 OVERLOOK CIRCLE, BIRMINGHAM, ALABAMA 35244**

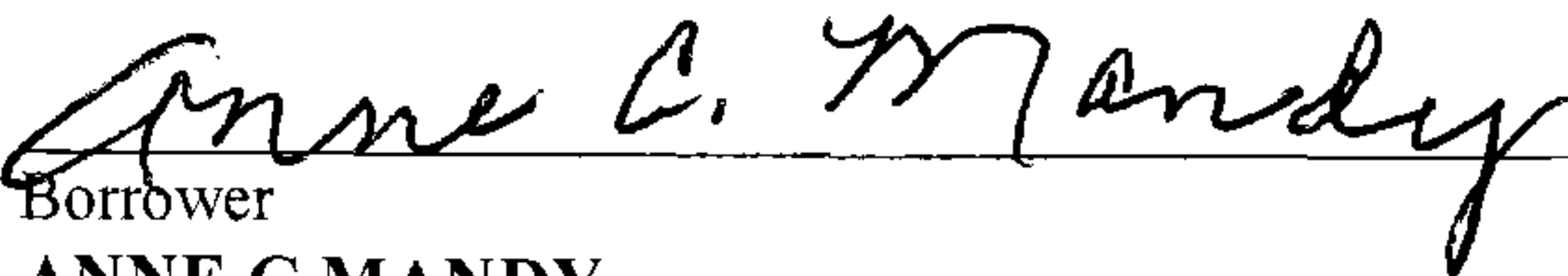
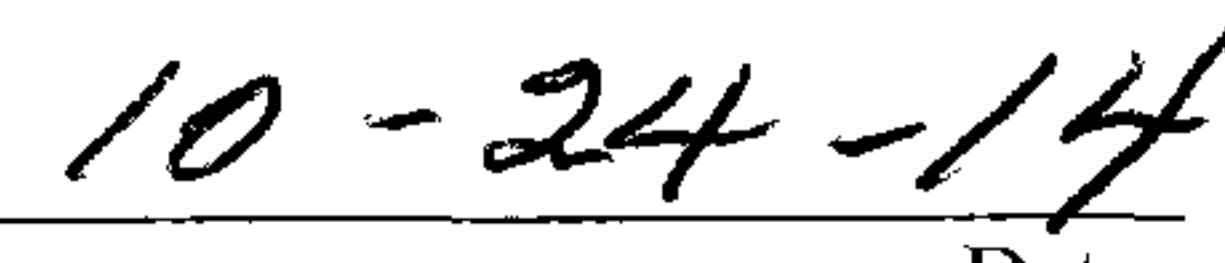
### NOTICE OF NO ORAL AGREEMENTS

**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.

   
Borrower \_\_\_\_\_ Date \_\_\_\_\_  
**GEORGE F MANDY**

   
Borrower \_\_\_\_\_ Date \_\_\_\_\_  
**ANNE C MANDY**

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

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

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

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



