

1234 DAVID DRIVE, PELHAM, ALABAMA 35124

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, **JANUARY 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$127,719.58**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$3,350.07** 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 **3.7500%**, from **JANUARY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$591.49**, beginning on the **1ST** day of **FEBRUARY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2046** (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.

Michelle H Joiner
Borrower: MICHELLE H. JOINER

1/26/2016
Date

William David Joiner
WILLIAM DAVID JOINER *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

1-26-2016
Date

Borrower: _____

_____ Date

Borrower: _____

_____ Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

The State of Alabama)
Jefferson County)

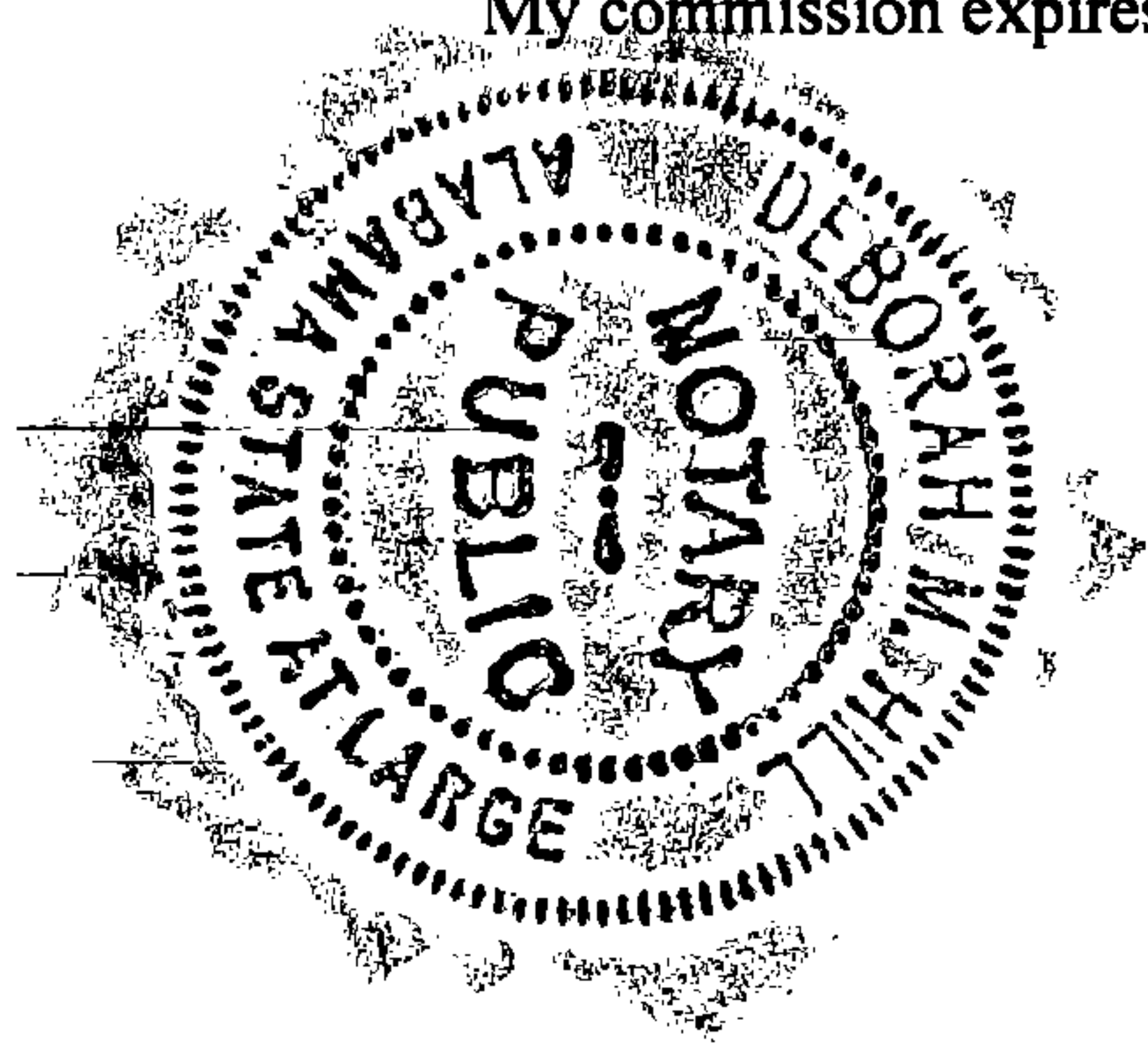
I, a Notary Public, hereby certify that MICHELLE H. JOINER, A MARRIED PERSON whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on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

Given under my hand this 26th day of January, 2016.

Deborah M. Hill
Notary Public

Print Name: Deborah M. Hill

My commission expires: Aug 17, 2016



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Marcelline Zomatchi
Vice President Loan Documentation 2-2-16

By Marcelline Zomatchi (print name) _____ Date
(title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF mn

COUNTY OF Dakota

The instrument was acknowledged before me this 2-2-2016 by

Marcelline Zomatchi, the

Vice President Loan Documentation of WELLS FARGO BANK, N.A.,

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

Kenya C Blackmon
Notary Public

Printed Name: Kenya C Blackmon

My commission expires: 1-31-19

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

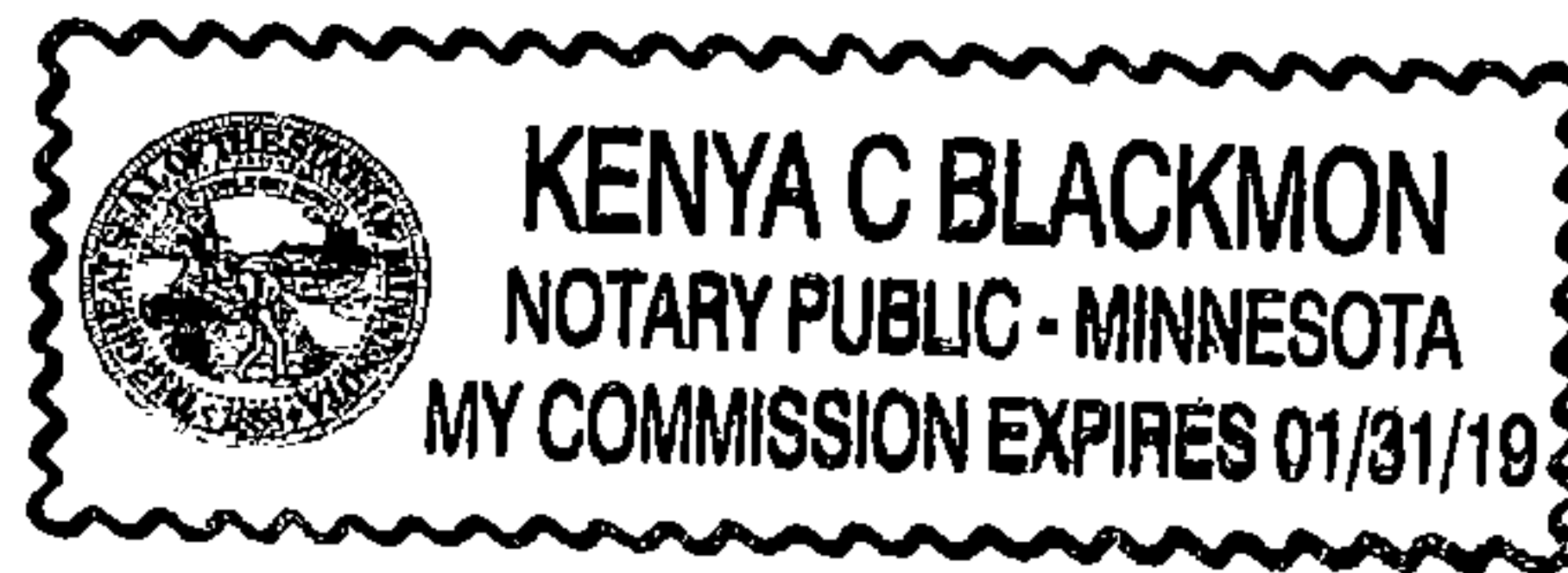


EXHIBIT A

BORROWER(S): MICHELLE H. JOINER, A MARRIED PERSON

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

PART OF LOT 17, BLOCK ONE OF BROOKFIELD, SECOND SECTOR AS RECORDED IN MAP BOOK SIX, PAGE 16 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 17(NORTHEAST CORNER OF LOT 18); THENCE RUN NORTHWEST ALONG THE COMMON LINE OF LOTS 17 AND 18 A DISTANCE OF 135.1 FEET TO A POINT 3 FEET NORTHWEST OF A CHAIN LINE FENCE CORNER; THENCE TURN RIGHT 95 DEGREES, 29 MINUTES, 39 SECONDS AND RUN NORTHEAST A DISTANCE OF 115.28 FEET TO A POINT 3 FEET NORTHWEST OF A CHAIN LINK FENCE CORNER ON THE NORTHEAST SIDE OF LOT 17, THENCE TURN RIGHT 103 DEGREES, 32 MINUTES 21 SECONDS AND RUN SOUTHEAST 143.3 FEET ALONG THE COMMON LINE OF LOTS 17 TO 16 TO THE SOUTHEAST CORNER OF LOT 17 SAID POINT BEING ON THE RIGHT OF WAY OF DAVID DRIVE, ON A COUNTER-CLOCKWISE CURVE HAVING A DELTA ANGLE OF 19 DEGREES, 02 MINUTES AND A RADIUS OF 208.68 FEET; THENCE RUN SOUTHWEST 69.29 FEET ALONG THE ARC OF SAID RIGHT OF WAY CURVE TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 1234 DAVID DRIVE, PELHAM, ALABAMA 35124



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/08/2016 01:33:12 PM
S220.10 CHERRY
20160308000073730

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister".

