



**293 FRAN DRIVE, ALABASTER, ALABAMA 35007**

the real property described is located in **SHELBY COUNTY, ALABAMA** and being set forth as follows:

**LOT 4, BLOCK 4, ACCORDING TO THE MAP AND SURVEY OF GREEN VALLEY, 4TH SECTOR AS RECORDED IN MAP BOOK 7, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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, **MAY 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$144,027.20**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$5,156.10** 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 **MAY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$667.01**, beginning on the **1ST** day of **JUNE, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 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.

Vivian C Villamil  
Borrower: VIVIAN C VILLAMIL

3/28/16  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**BORROWER ACKNOWLEDGMENT**

The State of Alabama )  
Shelby County )

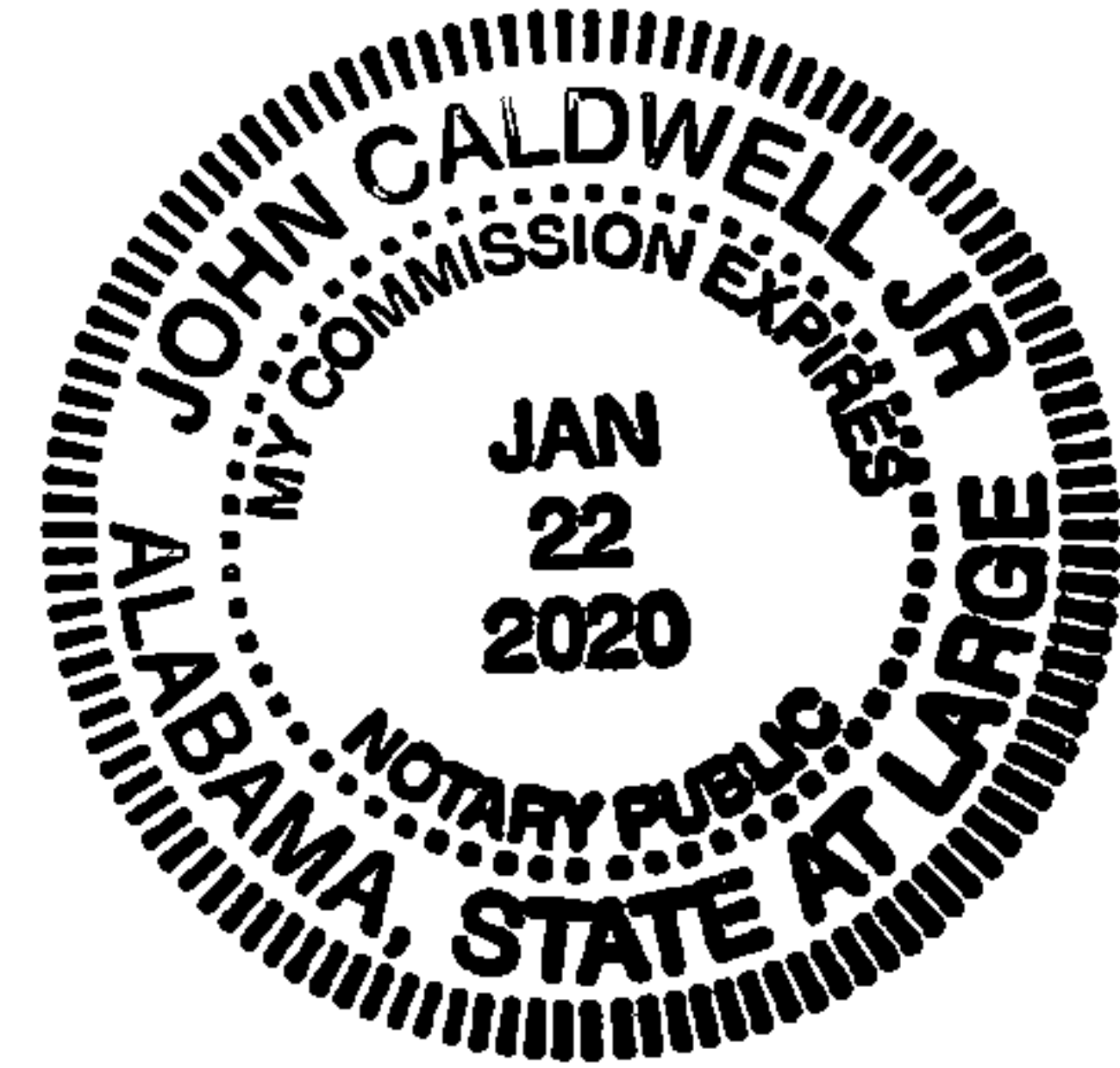
I, a Notary Public, hereby certify that **VIVIAN C VILLAMIL UNMARRIED** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day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

Given under my hand this 28 day of March, 2016.

John Caldwell Jr  
Notary Public

Print Name: John Caldwell Jr

My commission expires: John Caldwell Jr  
**My Commission Expires**  
**01/22/2020**



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

**Elizabeth Gizaw**  
Vice President Loan Documentation

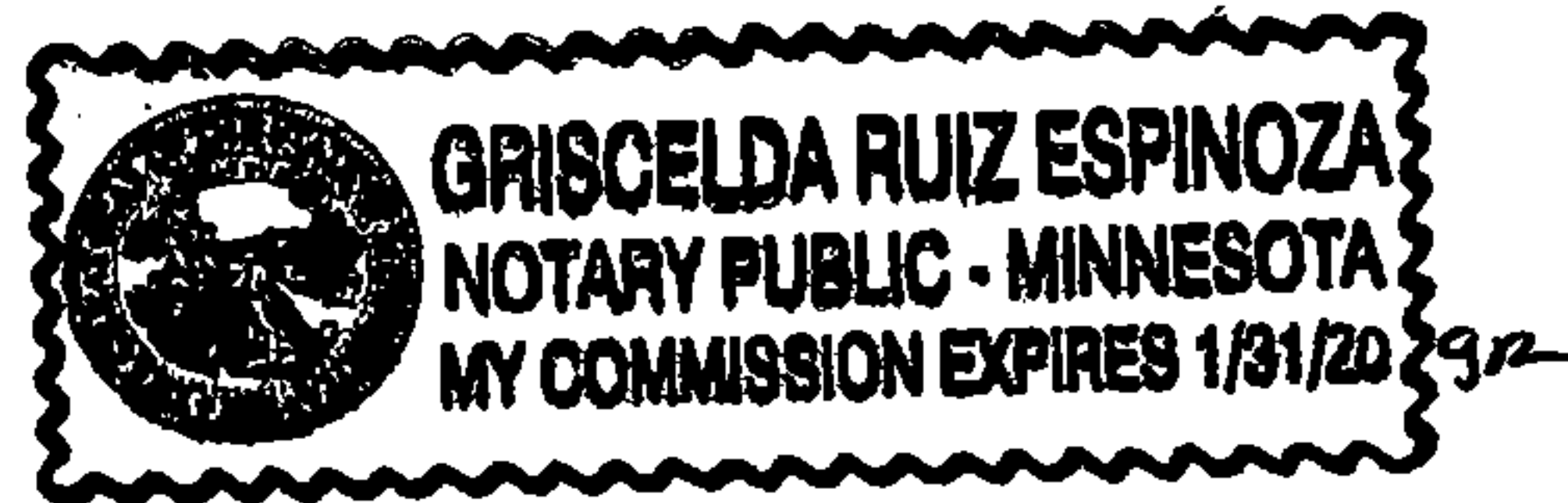
By *Elizabeth Gizaw* (print name) 4-8-16 Date  
(title)  
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Dakota

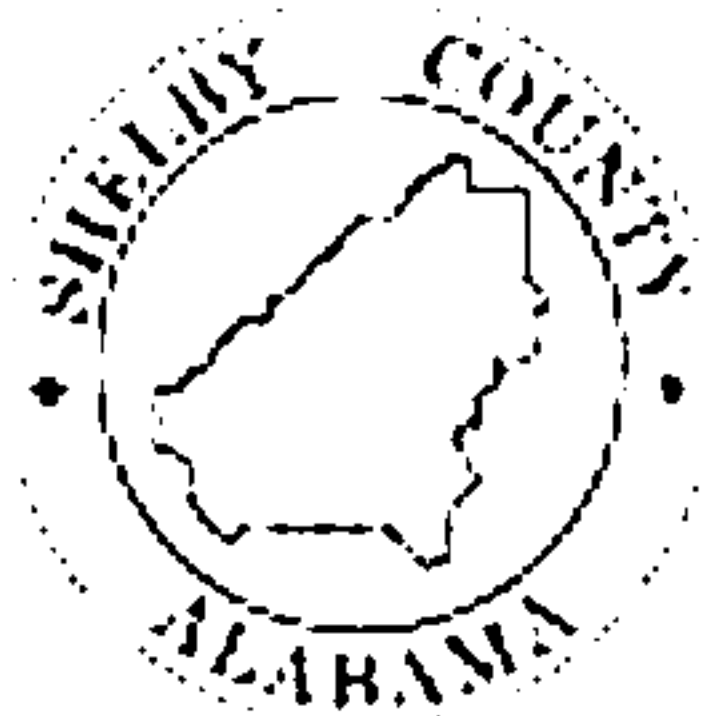
The instrument was acknowledged before me this 4/8/16 by  
Elizabeth Gizaw, the  
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation, on behalf of said company.

*Griscelda Ruiz Espinoza*  
Notary Public



Printed Name: Griscelda Ruiz Espinoza  
My commission expires: 01/31/2020

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



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
04/25/2016 08:52:11 AM  
\$234.35 CHERRY  
20160425000133330

*James W. Fuhrmeister*