

the real and personal property described in the Security Instrument and defined therein as the "Property," located at
39158 PORTOBELLO ROAD, 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):

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, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$253,686.69**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$21,144.87** 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 **AUGUST 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,174.86**, beginning on the **1ST** day of **SEPTEMBER, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 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
10. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement by **JULY 13, 2016**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, **Wells Fargo Home Mortgage** may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. **Wells Fargo Home Mortgage** may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

In Witness Whereof, I have executed this Agreement.

Gabriel Sapalaran Jr
Borrower: GABRIEL SAPALARAN JR

7/7/16
Date

Charito R Sapalaran
Borrower: CHARITO R SAPALARAN

7/7/2016
Date

Borrower: _____

Date _____

Borrower: _____

Date _____

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of Alabama)
Shelby County)

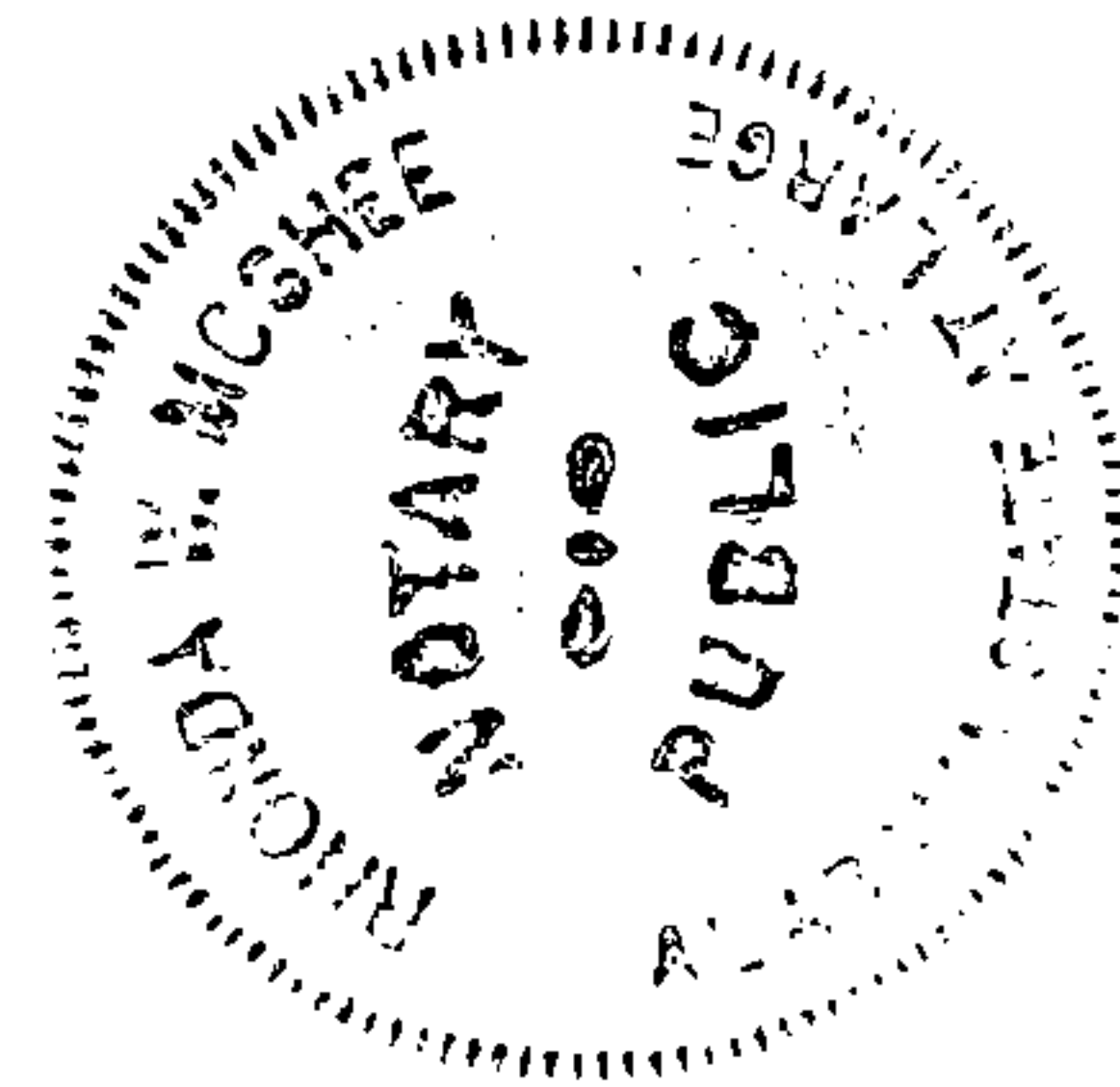
I, a Notary Public, hereby certify that **GABRIEL SAPALARAN JR, MARRIED AND CHARITO R SAPALARAN, MARRIED** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 7 day of July, 2016.

Rhonda W. McShee
Notary Public

Print Name: Rhonda W. McShee

My commission expires: 6/8/2020



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Yared Daisso Areba
Vice President Loan Documentation

7/25/16

By *Yared D. Areba*

(print name)
(title)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF DAKOTA

The instrument was acknowledged before me this 07-25-16 by

YARED DAISSO AREBA, the
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,

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

Isabel Cristina Brown
Notary Public

Printed Name: Isabel Cristina Brown

My commission expires: 01-31-21



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

EXHIBIT A

**BORROWER(S): GABRIEL SAPALARAN JR, MARRIED AND CHARITO R SAPALARAN,
MARRIED**

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

**THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY, STATE
OF ALABAMA:**

**UNIT 158, BUILDING 39, IN EDENTON, A CONDOMINIUM, AS ESTABLISHED BY THAT
CERTAIN DECLARATION OF CONDOMINIUM, WHICH IS RECORDED IN INSTRUMENT
20070420000184480, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, 1ST
AMENDMENT TO DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN
INSTRUMENT 20070508000215560, 2ND AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070522000237580, 3RD
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN
INSTRUMENT 20070606000263790, 4TH AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20070626000297920, 5TH
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN
INSTRUMENT 20070817000390000, 6TH AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20071214000565780, 7TH
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN
INSTRUMENT 20080131000039690, 8TH AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20080411000148760, 9TH
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN
INSTRUMENT 20080514000196360, 10TH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF EDENTON AS RECORDED IN INSTRUMENT 20080814000326660, 11TH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT
20081223000473570, 12TH AMENDMENT TO DECLARATION OF CONDOMINIUM OF EDENTON
AS RECORDED IN INSTRUMENT 20090107000004030; 13TH AMENDMENT TO DECLARATION
OF CONDOMINIUM OF EDENTON AS RECORDED IN INSTRUMENT 20090415000138180, 14TH
AMENDMENT TO DECLARATION OF CONDOMINIUM OF EDENTON AS RECORDED IN
INSTRUMENT 20090722000282160 AND AS RECORDED IN INSTRUMENT 20090415000138180,
AND ANY AMENDMENTS THERETO, TO WHICH DECLARATION OF CONDOMINIUM A PLAN
IS ATTACHED AS EXHIBIT "C" THERETO, AND AS RECORDED IN THE CONDOMINIUM PLAT
OF EDENTON, A CONDOMINIUM, IN MAP BOOK 38, PAGE 77, 1ST AMENDED CONDOMINIUM
PLAT OF EDENTON, A CONDOMINIUM AS RECORDED IN MAP BOOK 39, PAGE 4, AND THE
2ND AMENDED CONDOMINIUM PLAT OF EDENTON, A CONDOMINIUM AS RECORDED IN
MAP BOOK 39, PAGE 79, 3RD AMENDED CONDOMINIUM PLAT OF EDENTON, A
CONDOMINIUM AS RECORDED IN MAP BOOK 39, PAGE 137, 4TH AMENDED CONDOMINIUM
PLAT OF EDENTON, A CONDOMINIUM AS RECORDED IN MAP BOOK 40, PAGE 54, AND ANY
FUTURE AMENDMENTS THERETO, ARTICLES OF INCORPORATION OF EDENTON
RESIDENTIAL OWNERS ASSOCIATION INC AS RECORDED IN INSTRUMENT
20070425000639250, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY,
ALABAMA, AND TO WHICH SAID DECLARATION OF CONDOMINIUM THE BY-LAWS OF**

20160919000340300 09/19/2016 09:29:09 AM MORTAMEN
7/8

EDENTON RESIDENTIAL OWNERS ASSOCIATION INC., ARE ATTACHED AS EXHIBIT "B" THERE TO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS ASSIGNED TO SAID UNIT, BY SAID DECLARATION OF CONDOMINIUM SET OUT IN EXHIBIT "D". TOGETHER WITH RIGHTS IN AND TO THAT CERTAIN NON-EXCLUSIVE ROADWAY EASEMENT AS SET OUT IN INSTRUMENT 20051024000550530, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 39158 PORTOBELLO ROAD, BIRMINGHAM, ALABAMA 35242

Date: JUNE 28, 2016
Loan Number: (scan barcode)
Lender: WELLS FARGO BANK, N.A.
Borrower: GABRIEL SAPALARAN JR, CHARITO R SAPALARAN
Property Address: 39158 PORTOBELLO ROAD, 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.

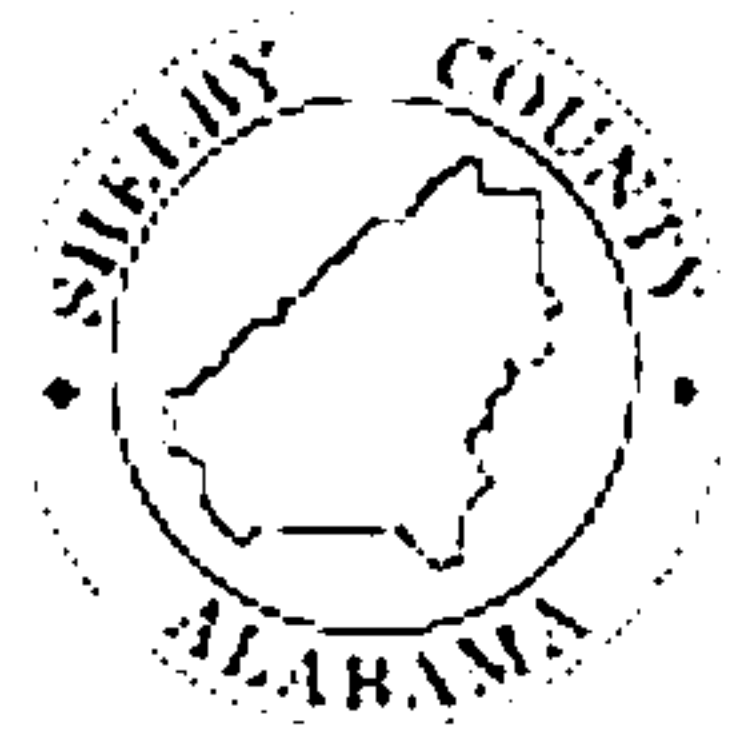
Gabriel Sapalaran Jr. 7/7/16
Borrower: _____ Date
GABRIEL SAPALARAN JR
Charito R. Sapalaran 7/7/2016
Borrower: _____ Date
CHARITO R SAPALARAN

Borrower: _____ Date

Borrower: _____ Date

Borrower: _____ Date

Borrower: _____ Date



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/19/2016 09:29:09 AM
\$416.55 CHERRY
20160919000340300

James W. Fuhrmeister