

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
5068 ENGLISH TURN, BIRMINGHAM, ALABAMA 35242

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

LOT 66, ACCORDING TO THE SURVEY OF THE FINAL RECORD PLAT OF GREYSTONE FARMS, ENGLISH TURN SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 21, PAGE 46, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN 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, **JULY 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$243,557.83**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$17,170.50** 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 **JULY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,127.95**, beginning on the **1ST** day of **AUGUST, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 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. If the borrower has filed for or received a discharge in a bankruptcy proceeding subsequent to or in conjunction with the execution of this Agreement and said debt was not reaffirmed during the course of the proceeding, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement and may only enforce the lien as against the property.
 8. 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.
 9. 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.
 10. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure
 11. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement by **JUNE 24, 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.

Lyn Maree Berry
Borrower: LYN MAREE BERRY

6-14-16
Date

Mickey Joe Berry
MICKEY JOE BERRY (signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt)

6-14-16
Date

Borrower: _____

_____ Date

Borrower: _____

_____ Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

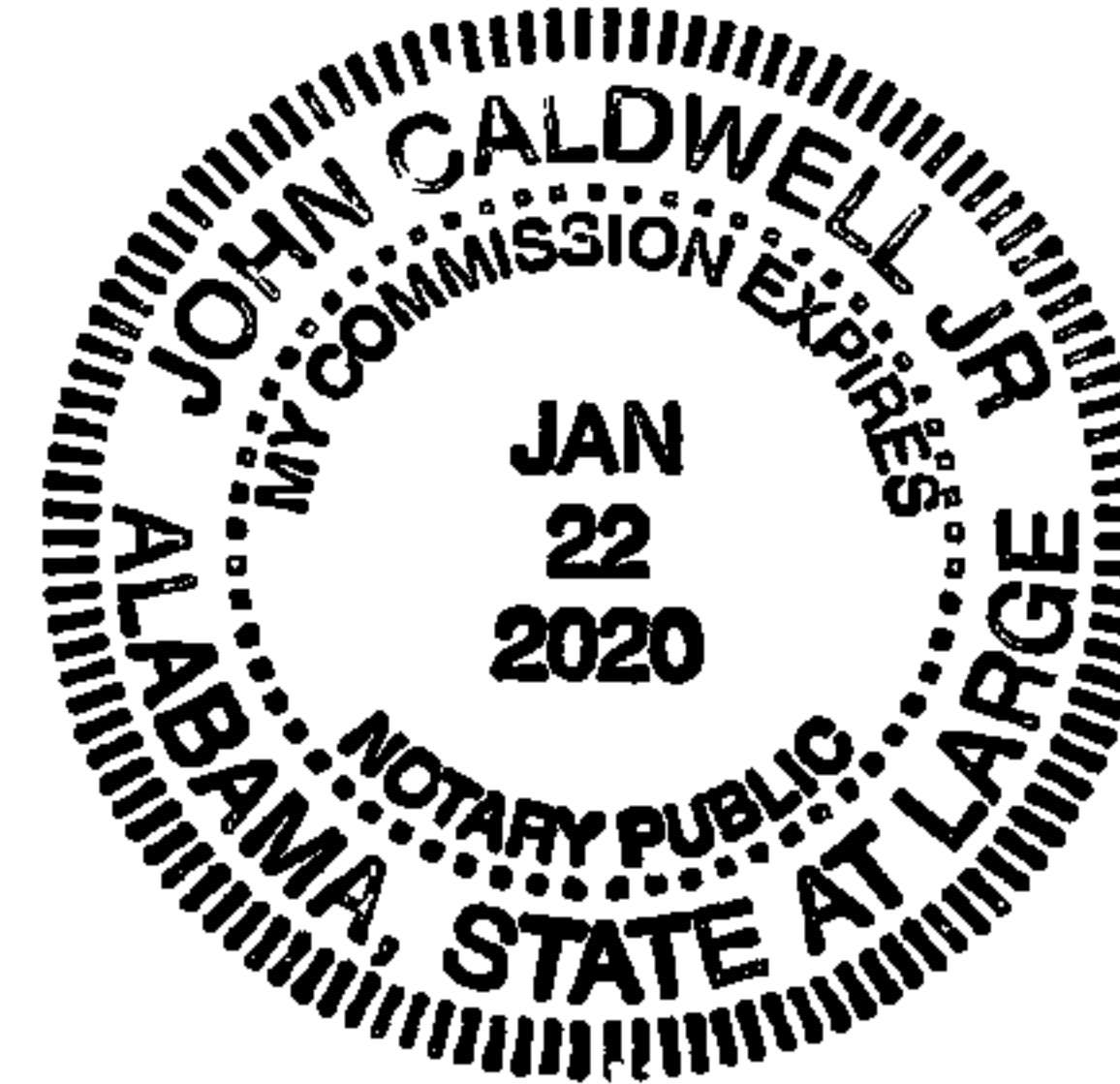
The State of Alabama)
Shelby County)

I, a Notary Public, hereby certify that LYN MAREE BERRY AND MICKEY JOE BERRY, A MARRIED WOMAN 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 14 day of June, 20 16

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.

Muna Fareh

Vice President Loan Documentation

[Signature]

7-1-16

By _____
(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 07-01-16 by

Muna Fareh,

the

Vice President Loan Documentation

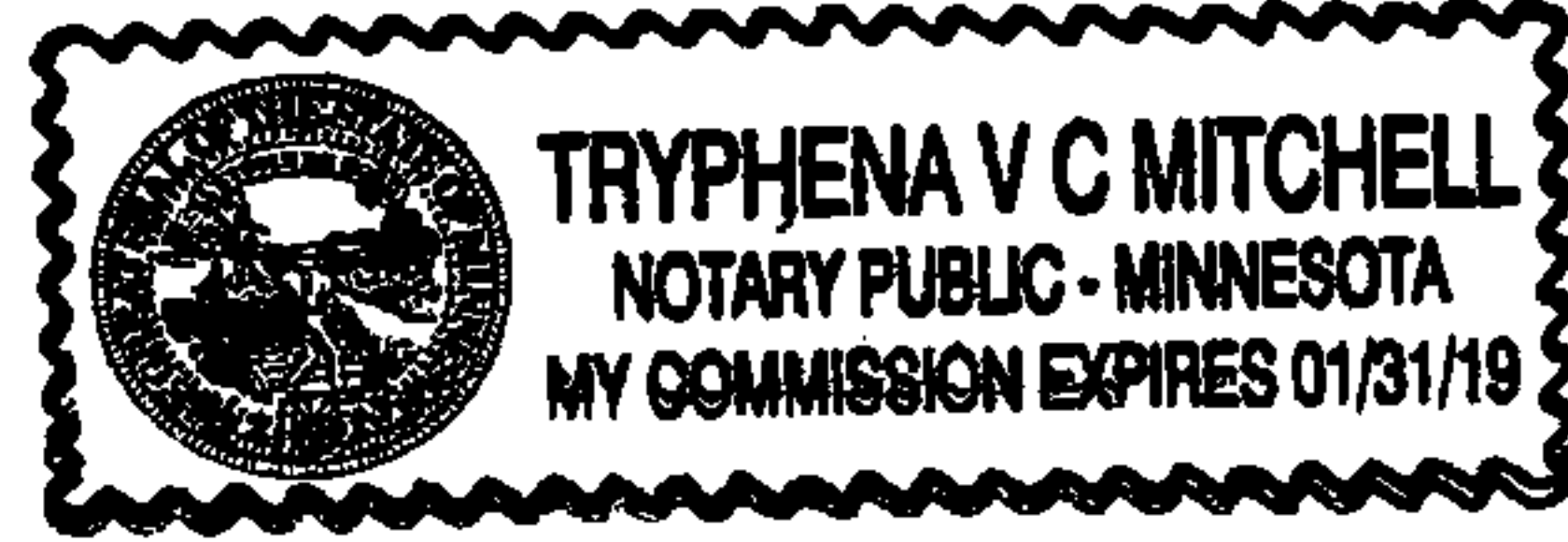
of WELLS FARGO BANK, N.A.,

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

[Signature]
Notary Public

Printed Name: Tryphena V C Mitchell

My commission expires: 01/31/2019



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

Date: JUNE 9, 2016
Loan Number: (scan barcode)
Lender: WELLS FARGO BANK, N.A.
Borrower: LYN MAREE BERRY, MICKEY JOE BERRY
Property Address: 5068 ENGLISH TURN, 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.

Lyn Maree Berry _____ 6-14-16
Borrower: LYN MAREE BERRY Date
Mickey Joe Berry _____ 6-14-16
MICKEY JOE BERRY *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt Date

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
04/14/2017 03:52:15 PM
S395.40 CHERRY
20170414000128280

James W. Fuhrmeister