

This Document Prepared By:
WILMA DMELLO
WELLS FARGO BANK, N.A.
1 HOME CAMPUS
DES MOINES, IA 50328
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Source of Title: **INSTRUMENT NO. 20040304000111410 DEED BOOK N/A, AT PAGE(S) N/A**
Tax/Parcel #: **10 2 03 0 007 014.000**

_____[Space Above This Line for Recording Data]_____

Original Principal Amount: \$125,000.00 **Loan No: (scan barcode)**
Unpaid Principal Amount: \$123,954.76
New Principal Amount: \$123,954.76
Total Cap Amount: \$0.00

Property Address: **4068 CROSSING LANE, BIRMINGHAM, ALABAMA 35242**

MODIFICATION AGREEMENT (MORTGAGE)

Executed on this day: **SEPTEMBER 27, 2023**

Borrower ("I")¹: **RAUL L. BAGUER, II AN UNMARRIED PERSON**

Borrower Mailing Address: **4068 CROSSINGS LN, BIRMINGHAM, AL 35242**

Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A. S/B/M WACHOVIA BANK, N.A.**

Lender or Servicer Address: **1 HOME CAMPUS, DES MOINES, IA 50328**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **OCTOBER 30, 2007** and the Note ("Note") date of **OCTOBER 30, 2007** and Recorded on **DECEMBER 3, 2007** in **INSTRUMENT NO. 20071203000546810**, of the **OFFICIAL Records of SHELBY COUNTY, ALABAMA**

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.



Property Address ("Property"): 4068 CROSSING LANE, BIRMINGHAM, ALABAMA 35242

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

This Modification Agreement ("Agreement") is made on **SEPTEMBER 27, 2023** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note, modifies my home equity line of credit agreement (the "Note") dated **OCTOBER 30, 2007**, are secured by a properly recorded Mortgage or Deed of Trust, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

1. Bankruptcy:

- A. 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 borrower either did not reaffirm the debt or surrendered the property 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.

2. The Modification.

- A. The current contractual due date will change from **APRIL 30, 2023** to **OCTOBER 28, 2023**. The first modified contractual due date is **OCTOBER 28, 2023**.
- B. The maturity date will now be **FEBRUARY 28, 2038**.
- C. The amount of outstanding expenses to be deferred will be **\$2,537.68**. Borrower agrees to pay in full this balance and any other amounts still owed under the Loan Documents by the earliest of (i) the date you sell or transfer an interest in the property; (ii) the date you pay the loan in full or (iii) the maturity date, as specified in the Note or Security Instrument.
- D. The new principal balance of my Note will be **\$123,954.76** (the "New Principal Balance").
- E. Interest at the rate of **6.6250%** will begin to accrue on the New Principal Balance as of



SEPTEMBER 27, 2023 and the first new monthly payment on the New Principal Balance will be due on **OCTOBER 28, 2023**. If my account uses the average daily balance method, then interest at the rate of **6.6250%** will begin to accrue as of the first day of my account's current billing cycle. In no event will this rate be backdated more than 30 days. The payment schedule for the modified Loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On
1-173	6.6250%	09/27/2023	\$1,114.16	10/28/2023

3. Additional Agreements.

- A. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other mortgage assistance that the Borrower previously entered into with Lender.
- B. Each of the balances of the original Note (if more than one balance exists) shall be consolidated into one modified account with a New Principal Balance.
- C. The terms in this Agreement apply to the entire New Principal Balance.
- D. If Borrower purchased optional credit insurance or an optional debt cancellation plan in connection with the credit agreement, and if such insurance or plan was not previously cancelled, Borrower has requested that such credit insurance or debt cancellation plan be cancelled. Credit insurance means credit life, disability, and/or involuntary unemployment insurance. Debt Cancellation means the Loan Assurance Plan.
- E. If the Borrower's homeowners insurance should lapse, Wells Fargo Bank, N.A. reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account the monthly payment could increase. All other terms of the modification Agreement will not be affected by the LPI and will remain in effect with accordance to this Agreement.
- F. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Loan Documents. If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.
- G. Upon modification, the minimum monthly payment option, interest-only, or any other payment options will no longer be offered and that the monthly payments described in the payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan.
- H. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.



- I. **CORRECTION AGREEMENT:** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N.A., as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.
- J. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the modified payments hereunder.
- K. Borrower agrees that they no longer have draw privileges.
- L. Borrower agrees that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination Agreement(s).
- M. Borrower must deliver to Wells Fargo Bank, N.A. a properly signed modification agreement and all enclosed documents without alteration by **OCTOBER 31, 2023**. If Borrower does not return a properly signed modification agreement and all enclosed documents by this date and make the first monthly payment pursuant to the terms of this agreement, Wells Fargo Bank, N.A. may deny or cancel the modification agreement. If the Borrower returns properly signed modification agreement and all enclosed documents by said date, payments pursuant to the modification agreement are due as outlined in this modification agreement. Wells Fargo Bank, N.A. may deny or cancel this modification agreement if Borrower fails to make the first payment due pursuant to this modification agreement.

All Borrowers are required to sign and date this Agreement in blue or black ink only as the borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.



In Witness Whereof, I have executed this Agreement.

Raul L. Baguer, II
Borrower: RAUL L. BAGUER, II

10/21/23
Date

BORROWER ACKNOWLEDGMENT

The State of Alabama
Shelby County)

I, a Notary Public, hereby certify that **RAUL L. BAGUER, II, AN UNMARRIED 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 21st day of October, 2023.

Emmanuel A. Reese
Notary Public

Print Name: Emmanuel A. Reese

My commission expires: 6/18/24

Emmanuel A. Reese
Notary Public
Alabama State at Large
Comm. Exp. 06/18/24



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A. S/B/M WACHOVIA BANK, N.A.

Naeem S M Ayub

By: (print name) Vice President Loan Documentation
(title)

[Signature]
(sign)

11/03/2023
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Ramsey

This instrument was acknowledged before me

November 3, 2023 (date) by Naeem SM Ayub

(name(s) of person(s)) as Vice President Loan Documentation (type of authority, e.g.,
officer, trustee, etc.) of **WELLS FARGO BANK, N.A. S/B/M WACHOVIA BANK, N.A.**
(name of party on behalf of whom the instrument was executed).

[Signature]
Notary Public

Jessica Gadea Sanchez

Printed Name: _____

My Commission Expires:

01/31/2027

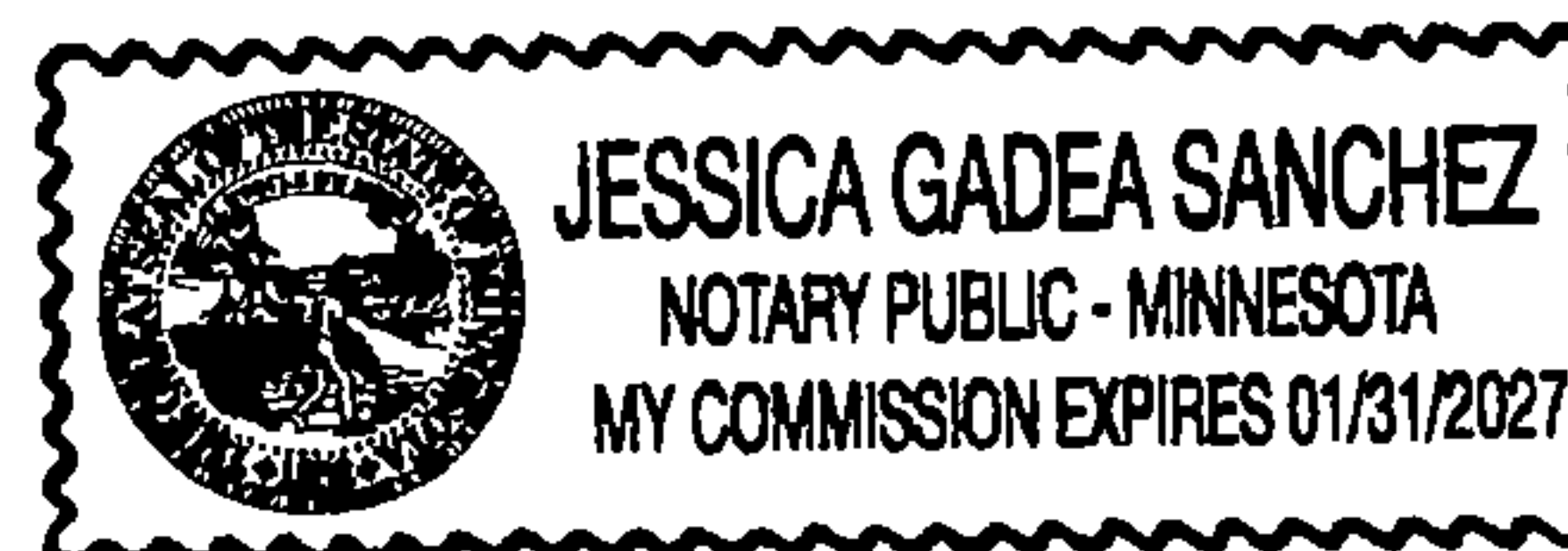


EXHIBIT A

BORROWER(S): RAUL L. BAGUER, II AN UNMARRIED PERSON

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY AND STATE OF ALABAMA, AND DESCRIBED AS FOLLOWS:

LOT 63, ACCORDING TO THE SURVEY OF PHASE FOUR, CALDWELL CROSSINGS, 2ND SECTOR, AS RECORDED IN MAP BOOK 32, PAGE 7, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 4068 CROSSING LANE, BIRMINGHAM, ALABAMA 35242



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/08/2023 08:12:59 AM
\$226.00 PAYGE
20231108000328150

Allen S. Bayl

