Prepared by and when recorded, return to: Rahul Subramani Wells Fargo Bank, N.A. 1801 Park View DR, MAC: N9162-01W Shoreview, MN 55126

Phone Number: 813-221-4743

Attn: GNMA-Unrecorded Mod Affidavit

# VERIFICATION OF LOAN MODIFICATION AGREEMENT

PARCEL ID: 28 4 17 4 002 005.000

#### STATE OF MINNESOTA

## RAMSEY COUNTY: to wit:

BEFORE ME, the undersigned Notary Public, personally appeared

DAVIDED OF SON

who, having been first duly sworn according to law, deposes and states on oath that:

1. I am a Vice President of WELLS FARGO BANK, N.A. and have knowledge of the matters set forth herein, based on business records, and have authority to make this Affidavit and declare under penalty of perjury that the Modification attached hereto as an exhibit is an original document (or true and correct copy of the original document) which amends and supplements the following described Security Instrument:

Date of Security Instrument: 03/29/2006

Executed by (Borrower(s)): David B. Boyles and Carrie M. Boyles, Husband and Wife

To and in favor of: Wells Fargo Bank, N.A.

Filed of Record: In Book N/A, Page N/A and/or as Document Number 20060330000148480, in the Office of the Clerk/Register of Shelby County, State of Alabama on 03/30/2006

#### Property Legal Description:

#### SEE ATTACHED LEGAL DESCRIPTION

- 2. This Affidavit is made for the purpose of inducing the Recording Office to record this Affidavit and attached original (or true and correct copy of the original) Modification.
- 3. This Affidavit may be relied upon by title companies issuing any subsequent owner's or lender's title policy as result of the statements contained herein.
- Servicer has authority to perform certain acts on behalf of the Lender, including, but not limited to, the filing of this Affidavit.

IN WITNESS WHEREOF, David B. Johnson	(Name) as Vice President, of
WELLS FARGO BANK, N.A., has executed this document on the	2 day of
<u>october</u> , 20 <u>25</u> .	
Du B 9/	
Print Name: David B. Johnson	
Title: Vice President	
Company: WELLS FARGO BANK, N.A.	
State ofMinnesota	
County of	
Signed and sworn to (or affirmed) before me on Defore	21 <sup>57</sup> , 20 <u>21</u> , by
David B Johnson	as Vice President of WELLS FARGO
BANK, N.A.	
BISRAT BESHAWORED  Notary Public  My commission expires: 01/31/26	

## LEGAL DESCRIPTION

LOT 5, ACCORDING TO THE SURVEY OF EMERALD RIDGE SECTOR I, AS RECORDED IN MAP BOOK 35, PAGE 143, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Wells Fargo Home Mortgage MAC X9999-01N 1000 Blue Gentian Rd Ste 300 Eagan, MN 55121

LOAN MODIFICATION AGREEMENT LOAN NUMBER: PROPERTY ADDRESS LUZI Emerala Ridge Drive Calera AL 35040

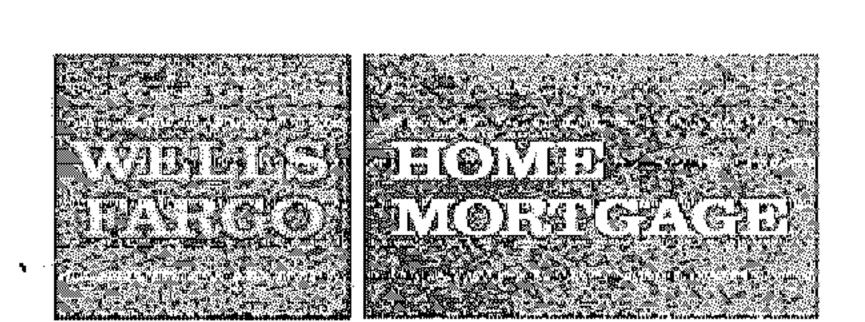
THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on September 08, 2010, by and between David B Boyles and Carrie M Boyles and (the "Borrower(s)") and Wells Fargo Bank, N A (the "Lender", together with the Borrower(s), the "Parties").

#### WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows: NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated 03/29/2006.)

- 1. BALANCE. As of September 08, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 166,589.73.
- 2. EXTENSION. This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
- A. The current contractual due date has been extended from 10-01-09 to 11/01/2010. The first modified contractual due date is on 11/01/2010.
- B. The maturity date has been extended from 04-36 (month/year) to 10/01/2040.
- C. The amount of interest to be included (capitalized) will be U.S. \$ 11,053.90.
- The amount of the Escrow Advance to be capitalized will be U.S. \$3,801.22. The amount of Recoverable Expenses\* to be capitalized will be U.S. \$2,513.61.
- The modified Unpaid Principal Balance is U.S. \$ 183,034.51.

  \* Recoverable Expenses may include, but are not limited to: Title,
  Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/
  Property Inspections
- D. The Borrower(s) promises to pay the Unpaid Principal Balance plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance of U.S. \$ 183,034.51. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$ 927.41, at a yearly rate of 4.500%, not including any escrow deposit, if applicable. If on the maturity date the Borrower(s) still owes an amount under the Note and Security Instrument, as amended by this Agreement, Borrower(s) will pay this amount in full on the maturity date. LM521/H1U/1



Wells Fargo Home Mortgage MAC X9999-01N 1000 Blue Gentian Rd Ste 300 Eagan, MN 55121

- 3. NOTE AND SECURITY INSTRUMENT. 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 Note or Security Instrument. Further, 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 shall comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement.
- 5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).
- 6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.
- 7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).
- 8. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Bank, N A.

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

LM521/H1U/2



Wells Fargo Home Mortgage MAC X9999-01N 1000 Blue Gentian Rd Ste 300 Eagan, MN 55121

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 120 days from the closing date of the undersigned's Modification. (Borrower(s) initial)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as of this

day of Spruber

Carrie M Boyles

Signature

Đavid B Bóyles Signature

Wells Fargo Bank, N A

Name:

Haben M. Taffese

Its:

VP of Loan Documentation

LM527/H1U/3

AH NIN

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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