## 2010027268 00085

FORSYTH CO. NC FEE \$26.00 PRESENTED & RECORDED 07/21/2010 12:08:00 PM C. NORMAN HOLLEMAN REGISTER OF DEEDS BY: S. GRIFFITH ASST

BK: RE 2955 PG: 2841 - 2845

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RECORD AND RETURN TO: FIRST AMERICAN TITLE P.O. BOX 27670 SANTA ANA, CA 92799-7670 ATTN: LMTS

THIS DOCUMENT WAS PREPARED BY: KIMBERLY CHERRY WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SOUTH CAROLINA 29715

Tax Parcel No: 6377 075

SOURCE OF TITLE: Book 2396, Page 4821

FHA Case No. 0101939475

Loan No.

## LOAN MODIFICATION AGREEMENT

Original Recorded Date: AUGUST 29, 2003

This Loan Modification Agreement ("Agreement"), made this JANUARY 28, 2010 between CRONWELL N. IRIAS MEZA AND WIFE, LAURA LUGO-QUINTO

("Borrower"), whose address is

441 CAMDEN RIDGE DRIVE, WINSTON SALEM, NORTH CAROLINA 27105 and WELLS FARGO BANK, N.A.

("Lender"), whose address is

3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SOUTH CAROLINA 29715

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated AUGUST 27, 2003 and recorded in Book or Liber 2396, at page(s) 4823

FORSYTH COUNTY

, NORTH CAROLINA

, and (2) the Note, in

the original principal amount of U.S. \$ 122,851.00 , bearing the same date 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 441 CAMDEN RIDGE DRIVE

WINSTON SALEM, NORTH CAROLINA 27105

**HUD Modification Agreement** 

First American Loan Production Services First American Real Estate Solutions LLC FALPS# NCHUDMOD Rev. 09-14-09

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Submitted electronically by "First American NDTS" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Forsyth County Register of Deeds.

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

**NORTH CAROLINA** 

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. As of APRIL 1, 2010 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 127,877.85 consisting of the amount(s) loaned to the Borrower by the Lender, escrows and any interest capitalized to date.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.125%, from MARCH 1, 2010 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 696.28 , beginning on the first day of APRIL, 2010 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 01, 2040 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at

WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SOUTH CAROLINA 29715

or at such other place as the Lender may require.

3. 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.

4. 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:

**HUD Modification Agreement** 

FAND# WFHUDMOD-2 Rev. 03-16-05

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- (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.
- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. 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.

CRONWELL N. IRIAS MEZA	-Borrowe
LAURA LIGO-OLINTO	-Воггоwе
	-Воггоwе
	-Вопоже
WELLS FARGO BANK, N.A.	
VM) 2/15/10	(Corporate Seal)
Name: Yeng Yang Its: V.P. of Loan Documentation	-Lender

**HUD Modification Agreement** 

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# MODESPLESA

[Space Below This L	.ine For Acknowledgment]
BORROWER A	CKNOWLEDGMENT
North Carolina, Forsyth  I Julia M. Gilmore  CRONWELL N. IRIAS MEZA AND LAURA L	, do hereby certify that
	owledged the due execution of the foregoing instrument
Witness my hand and (where an official seal is requof 2010 (year).  JULIA M GILMORE (Official Maldry Public Forsyth County State of North/Carolling (Commonston Explices Decision (March))	nired by law) official seal this the 444 day
Notary (Title)  LENDER ACI	KNOWLEDGMENT
North Carolina (Anne Colomo	, a Notary Public for said County and
personally appeared before me this day and stated to	hat he/she is V f. flanc for warth til
and acknowledged, on behalf of	, the due execution of the ere an official seal is required by law) official seal this the
(Official seal.)	
(Signature of officer.)	Terry James Katzman  NOTARY PUBLIC  State of Minnesota
(Title)	My Commission Expires 1-31-2014

## **HUD Modification Agreement**

First American Loan Production Services First American Real Estate Solutions LLC FALPS# NCHUDMOD-4 Rev. 09-14-09

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#### **EXHIBIT A**

BORROWER(S): CRONWELL N. IRIAS MEZA AND LAURA LUGO-QUINTO

LOAN NUMBER:

#### LEGAL DESCRIPTION:

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE CITY OF WINSTON-SALEM, WINSTON-SALEM TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING KNOWN AND DESIGNATED AS LOT 75 OF NORTH OAKS SUBDIVISION, PHASE 1 AS SHOWN ON A MAP AND PLAT OF SAME WHICH IS RECORDED IN PLAT BOOK 42, PAGE 29 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

ALSO KNOWN AS: 441 CAMDEN RIDGE DRIVE, WINSTON SALEM, NORTH CAROLINA 27105

FAND# EXHIBIT.A Rev. 07-03-07

