2015023820 00008
FORSYTH CO. NC FEE $26.00
PRESENTED & RECORDED
06/29/2015 08:11:34 AM
C. NORMAN HOLLEMAN
REGISTER OF DEEDS
BY: RANDY L SMITH
DPTY
BK: RE 3238
PG: 75 - 80

This Document Prepared By:
KERRY L ALLEN
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

~~When Recorded Mail To:~~
FIRST AMERICAN ~~TITLE~~
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

W~~hen recorded mail to: #:93~~96148
First American Title
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: YOUNG - PR DOCS

Source of Title: INSTRUMENT NO. N/A BOOK 2990, AT PAGE(S) 1105
Tax/Parcel No. 6855-91-3977.00

[Space Above This Line for Recording Data]

Original Principal Amount: $154,236.00
Unpaid Principal Amount: $141,395.28
New Principal Amount $130,371.34
Total Cap Amount: $0.00

FHA/VA Loan No.[redacted]
FHA Case No.:703 381-9371365
Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this **17TH** day of **MARCH, 2015**, between **KIANA N. YOUNG** ("Borrower"), whose address is **128 FOREST GLADE ROAD, WINSTON SALEM, NORTH CAROLINA 27107** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **SEPTEMBER 16, 2009** and recorded on **SEPTEMBER 16, 2009** in **BOOK 2912 PAGE 3078, FORSYTH COUNTY, NORTH CAROLINA**, and (2) the Note, in the original principal amount of U.S. **$154,236.00, 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
128 FOREST GLADE ROAD, WINSTON SALEM, NORTH CAROLINA 27107

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

YOUNG
50174254
NC
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

BEING ALL OF LOT 20 AS SHOWN ON A FINAL PLAT OF WILLIAMSTON PARK SUBDIVISION, WHICH MAP OR PLAT IS RECORDED IN PLAT BOOK 53, PAGES 150, 151 AND 152, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.

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.

   A. As of, **MAY 1, 2015** the modified principal balance of my Note will include amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of the HAMP modification, collectively, "Unpaid Amounts") in the amount of **$0.00**, less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **$130,371.34** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

   B. With the Modification you will have total partial claim due of **$16,160.78**, which includes **$11,023.94** that has been reduced from the New Principal Balance above. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.

2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **3.7500%**, from **MAY 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **$603.77**, beginning on the **1ST** day of **JUNE, 2015,** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2045** (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.

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 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.

5. 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.

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.

7. 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.

8. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

In Witness Whe. of, I have executed this Agreement.

K.N.Y 4/16/15

Borrower: **KIANA N. YOUNG** **Date**

Borrower: **Date**

Borrower: **Date**

Borrower: **Date**

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF North Carolina

COUNTY OF Guilford } S.S.

I, a Notary Public, do hereby certify that KIANA N. YOUNG, (here give the name of the grantor or maker) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal

This the 16th day of April (month), 2015 (year).

WITNESS my hand and official seal.

Rosetta G. Carter
Notary Public

Printed Name: Rosetta G. Carter

My commission expires: October 30, 2019

ROSETTA G CARTER NOTARY PUBLIC ROCKINGHAM COUNTY

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Kong Mong Thao
Vice President Loan Documentation

By ____________________ (print name) (title) 4/22/15 Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Dakota

The instrument was acknowledged before me this 22 day April 2015 by Kong Mong Thao, the Vice President Loan Documentation of WELLS FARGO BANK, N.A., a Vice President Loan Documentation, on behalf of said company.

Notary Public

ALETHEA GAIL LADD
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2020

Printed Name: Alethea Gail Ladd

My commission expires: 1/31/2020

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

Date: **MARCH 17, 2015**
Loan Number: **(scan barcode)**
Lender: **WELLS FARGO BANK, N.A.**
Borrower: **KIANA N. YOUNG**
Property Address: **128 FOREST GLADE ROAD, WINSTON SALEM, NORTH CAROLINA 27107**

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.

KNY 4/16/15
Borrower Date
KIANA N. YOUNG

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date