

201302050000049070 1/6 \$214.80 Shelby Cnty Judge of Probate, AL 02/05/2013 08:27:11 AM FILED/CERT

This Document Prepared By: NICOLE AYER U.S. BANK N.A. 4801 FREDERICA ST OWENSBORO, KY 42301 (800) 365-7772

WHEN RECORDED, RETURN TO: FIRST AMERICAN MORTGAGE SERVICES 1100 SUPERIOR A VENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING

Source of Title:

Tax/Parcel No. 284201001016063

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Original Principal Amount: \$130,000.00 Unpaid Principal Amount: \$121,597.14 New Principal Amount \$125,137.04 New Money (Cap): \$3,539.90 Freddie Mac Loan No.:406110808 MERS Min: 100021278925123189 MERS Phone #: (888) 679-6377

## LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

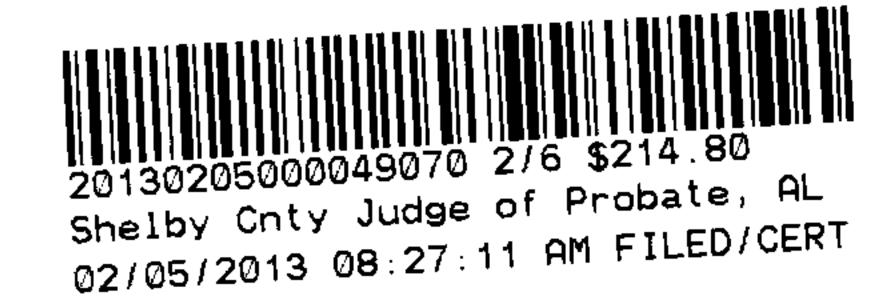
This Loan Modification Agreement (the "Agreement"), made and effective this 9TH day of JULY, 2012, between U.S. BANK N.A. whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 ("Lender") AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS, and SHAMEL YOUNG, AND WIFE AND JAMEKE M YOUNG, whose address is 607 MERIWEATHER DR, CALERA, ALABAMA 35040 ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated

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DECEMBER 14, 2006, in the original principal sum of U.S. \$130,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on DECEMBER 20, 2006 in INSTRUMENT NO. 20061220000618290 BOOK, AT PAGE(S), of the OFFICIAL Records of SHELBY COUNTY, ALABAMA. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

## 607 MERIWEATHER DR, CALERA, ALABAMA 35040 [Property Address]

the real property described being set forth as follows:

LOT 80, ACCORDING TO THE SURVEY OF MERIWEATHER, SECTOR 4, AS RECORDED IN MAP BOOK 29 PAGE 93 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

- 1. <u>Current Balance</u>. As of AUGUST 1, 2012, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. \$125,137.04. \$9,819.64 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$115,317.40.
- 2. <u>Interest Rate</u>. Borrower promises to pay the Interest Bearing Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 5.0000%, beginning AUGUST 1, 2012, both before and after any default described in the Note. The yearly rate of 5.0000% will remain in effect until principal and interest is paid in full.
- 3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$556.06, beginning on the 1ST day of SEPTEMBER, 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 1, 2052, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 4. Place of Payment. Borrower must make the monthly payments at 4801 FREDERICA ST, OWENSBORO, KY 42301 or such other place as Lender may require.
- 5. <u>Partial Payments</u>. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

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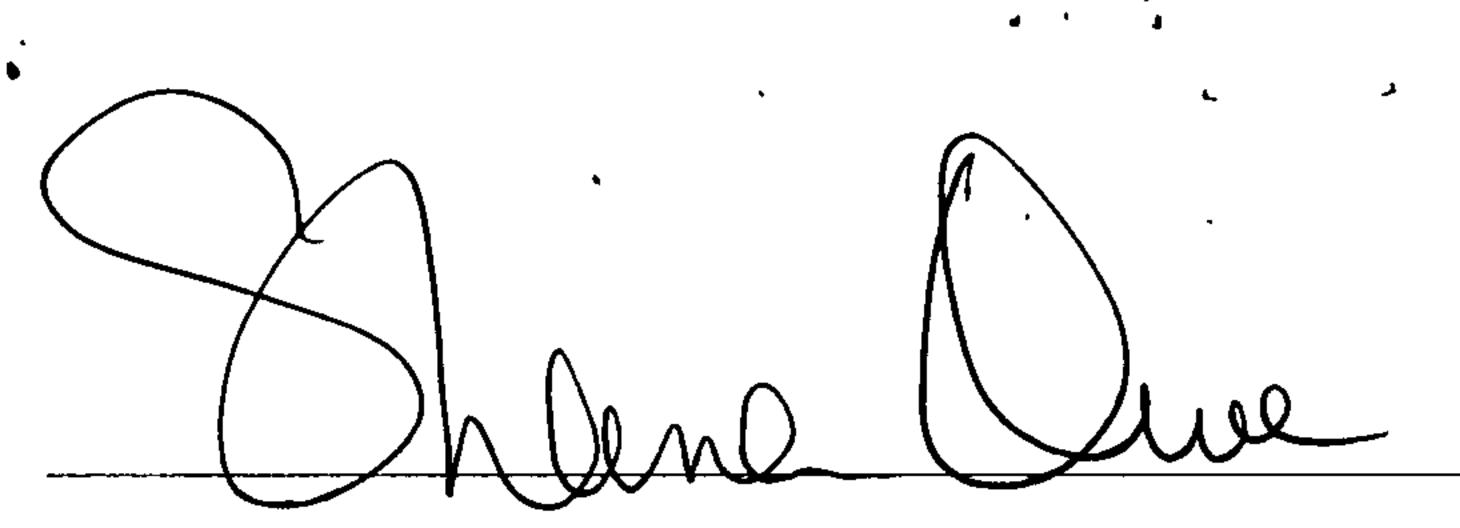
- 6. <u>Property Transfer</u>. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.
  - 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 given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 7. <u>Compliance with Covenants</u>. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
  - "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.



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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 where 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.

In Witness Whereof, the Lender have executed this Agreement.
U.S. BANK N.A. 8-14-12
By Shanan Owen (print name)  Date
Assistant Secretary of MERS (title)  [Space Below This Line for Acknowledgments]
[Space Delow This Eme for Acknowledgments]
LENDER ACKNOWLEDGMENT
The State of KENTUCKU)  DCIVICSS County)
I, KOUYTINCY DONIELS, a NOTCINI in and for said County in sai
State, hereby, certify that MUIGA WITH whose name a ASST. SCLYCTCIVIL
the NUTIMUI ASSOCIUTION, US BUNK
a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me of this day that, being informed of the contents of the conveyance, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.
Given under my hand this the U day of UUL, , 2012.
(Style of Officer)  Cofficial SEAL  KOURTNEY DANIELS  NOTARY PUBLIC - KENTUCKY  STATE-AT-LARGE  My Comm Expires 10-25-2015



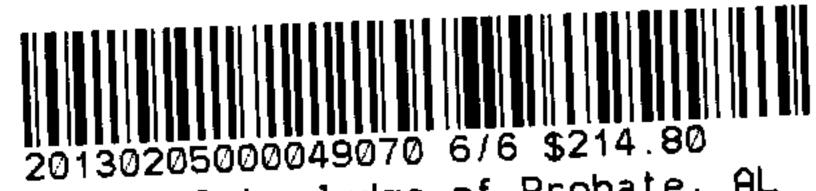


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Mortgage Electronic Registration Systems, Inc.

-Mortgagee

The State of KPN+UCKU) DUVICSS County()	
I, KUUYMU DANIELS. a NOTAYN State, hereby certify that SINGINGIV the NOTE OF COLUMN ASST. SCORE ASST. SCORE ASST. SUICITION	in and for said County in said whose name as $BUNK$
a corporation, is signed to the foregoing conveyance and this day that, being informed of the contents of the convexecuted the same voluntarily for and as the act of said corp	yance, he, as such officer and with full authority,
Given under my hand this the day of	
Kaittry Kally (Style of Officer)	OFFICIAL SEAL  KOURTNEY DANIELS  NOTARY PUBLIC - KENTUCKY  STATE-AT-LARGE  My Cornett Expires 10-25-2015  10 # 453897



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In Witness Whereof, I has		ment. Amela M Maz (Seal)
Borrower	(Seal)	Borrower (Sear)
SHAMELYOUNG		JAMEKE M YOUNG
Date		Date
	(Seal)	(Seal)
Borrower		Borrower
Date	· · · · · · · · · · · · · · · · · · ·	Date
	(Seal)	(Seal)
Borrower		Borrower
Date		Date is Line for Acknowledgments]
SHAMEL YOUNG, JA	County )  A JA .  MEKE M YOUNG w  ged before me on this o	hereby certify that hose name is signed to the foregoing conveyance, and who is day that, being informed of the contents of the conveyance, he me bears date.
Given under my hand this	s / 2 = day of	July, 2012.
(Style of Officer)		YOUNG
		45622478 AL
		FIRST AMERICAN ELS MODIFICATION AGREEMENT

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