


20150629000216410  
06/29/2015 09:40:42 AM  
MORTAMEN 1/6

This Document Prepared By:  
**CHRISTOPHER LOGAN ABRAMS**  
U.S. BANK N.A.  
OWENSBORO, KY 42301

~~When Recorded Mail to:~~ #:9765023  
First American Title   
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: ARNOLD - MOD REC SVC

Source of Title:  
Tax/Parcel #: 227352007024000

[Space Above This Line for Recording Data]	
Original Principal Amount: \$101,294.00	FHA/VA/RHS Case No.:222260584657
Unpaid Principal Amount: \$99,694.77	MERS Min: 1000212 7881064849 8
New Principal Amount \$104,456.29	MERS Phone #: (888) 679-6377
New Money (Cap): \$4,761.52	

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 1ST day of JUNE, 2010, between WILLIAM ARNOLD AND, ROSA ARNOLD HUSBAND AND WIFE ("Borrower"), whose address is 2043 VILLAGE LN, CALERA, ALABAMA 35040 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, 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 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated JULY 8, 2008 and recorded on JULY 16, 2008 in INSTRUMENT NO. 20080716000287730, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of

U.S. \$101,294.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. 1000212 7881064849 8 and MERS Registration Date JULY 16, 2008, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

2043 VILLAGE LN, CALERA, ALABAMA 35040 the real property described is located in SHELBY COUNTY, ALABAMA and being set forth as follows:

**LOT 240 ACCORDING TO THE SURVEY OF WATERFORD VILLAGE SECTOR 3 AS RECORDED IN MAP BOOK 31, PAGE 135 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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, **JUNE 1, 2010** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$104,456.29, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$4,761.52 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.5000%**, from **JUNE 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$529.26,, beginning on the **1ST** day of **JULY, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 1, 2040** (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 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.
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.
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.

ARNOLD  
50173427  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

AL

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



In Witness Whereof, I have executed this Agreement.

William Arnold AIDL 4434268 5/30/2015  
Borrower: WILLIAM ARNOLD Date

Rosa Arnold AIDL 3699561 5/30/2015  
Borrower: ROSA ARNOLD Date

Borrower: \_\_\_\_\_ Date \_\_\_\_\_

Borrower: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

The State of ALABAMA )  
Shelby County )

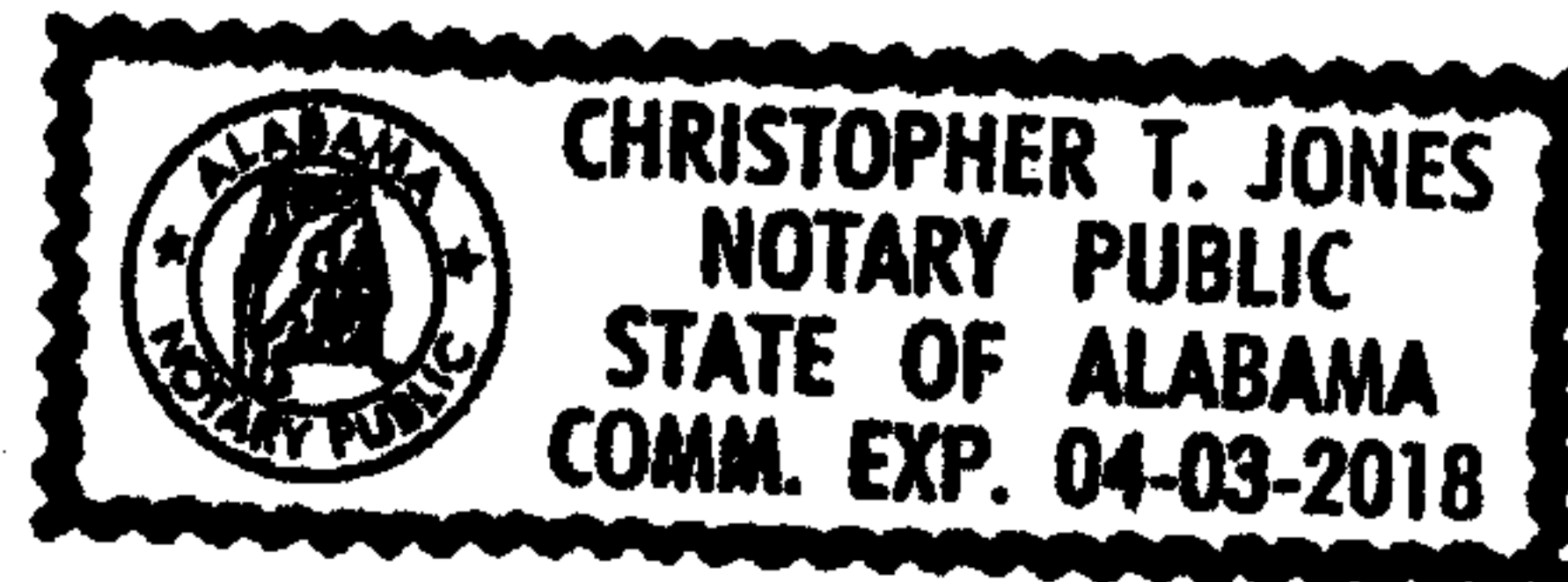
I, a Notary Public, hereby certify that WILLIAM ARNOLD AND, ROSA ARNOLD HUSBAND AND WIFE whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 30<sup>th</sup> day of May, 2015.

Notary Public

Print Name Christopher T. Jones

My commission expires: 04-03-2018



Mortgage Electronic Registration Systems, Inc.

Mortgagee

By Jennifer Mattingly  
Assistant Secretary

6-3-15  
Date

[Space Below This Line for Acknowledgments]

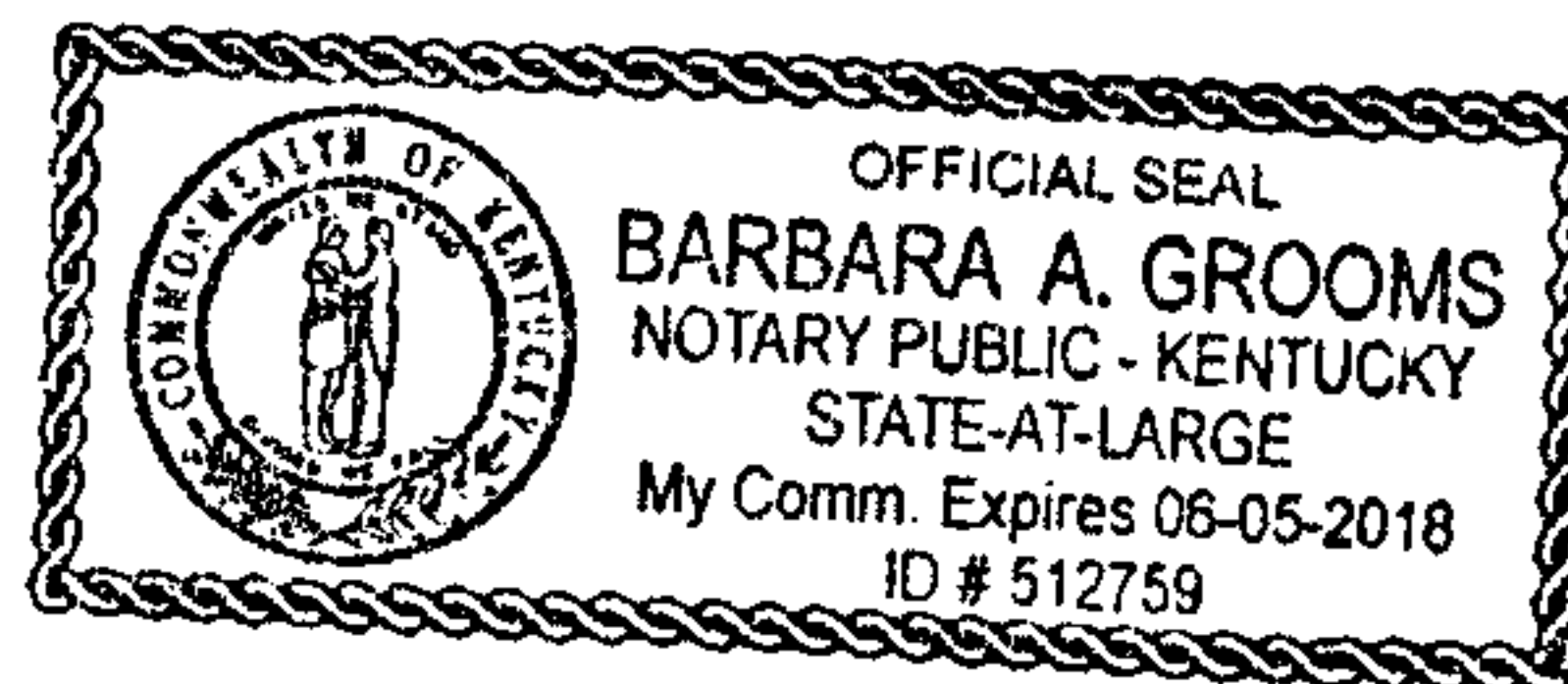
STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 6-3-15  
by Jennifer Mattingly, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a  
Delaware Corp, on behalf of said entity.

Barbara A. Grooms  
Notary Public

Printed Name: Barbara A. Grooms

My commission expires: 6-5-18



THIS DOCUMENT WAS PREPARED BY:  
CHRISTOPHER LOGAN ABRAMS  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301

In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Jennifer Mattingly (print name)  
Mortgage Document Officer (title)

6.3.15  
Date

[Space Below This Line for Acknowledgments]

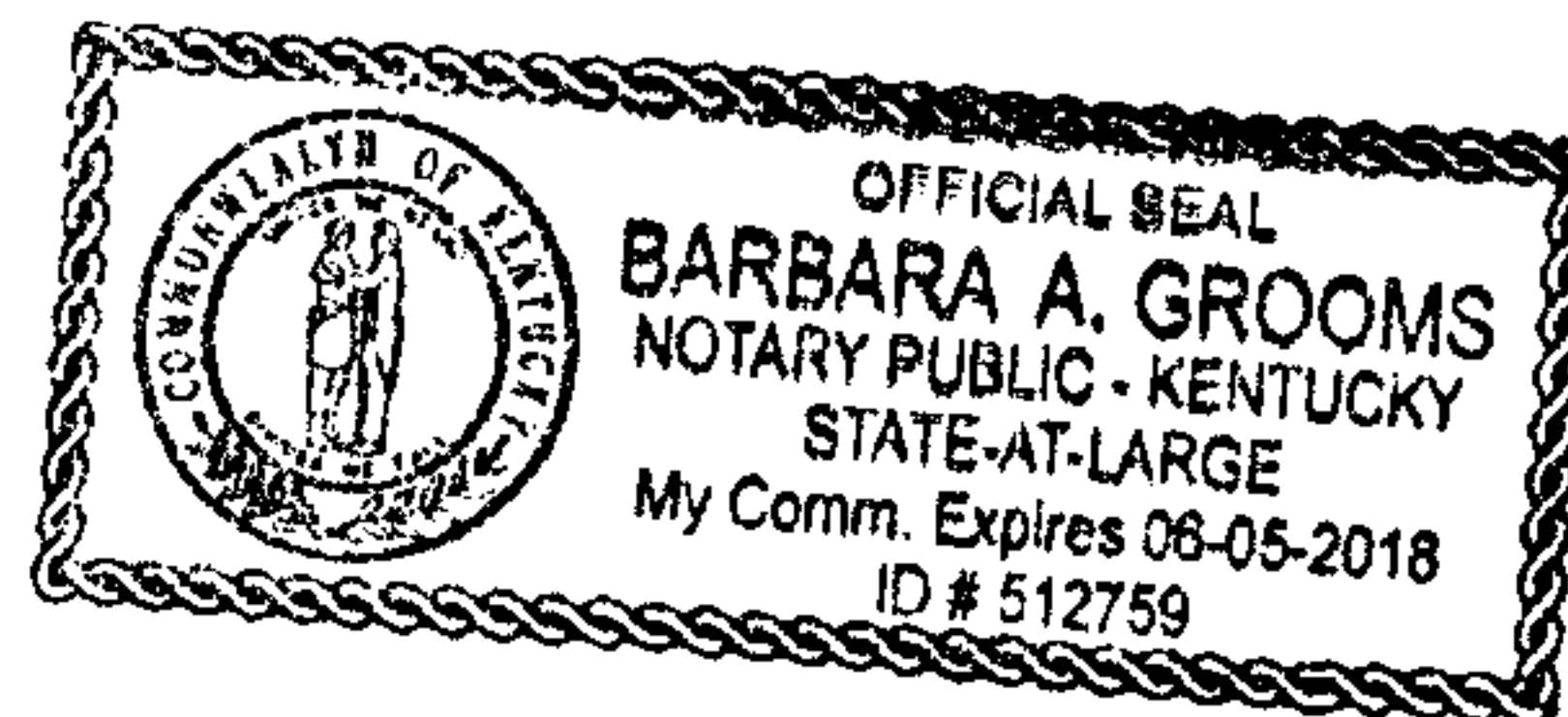
**LENDER ACKNOWLEDGMENT**

**STATE OF KENTUCKY**

**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 6.3.15 by  
JENNIFER MATTINGLY, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,  
a National Banking Assoc. on behalf of said national association.

Barbara A. Grooms  
Notary Public



Printed Name Barbara A. Grooms  
My commission expires: 6.5.18



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
06/29/2015 09:40:42 AM  
\$185.75 CHERRY  
20150629000216410

James W. Fuhrmeister