

20100316000076790 1/4 \$27.65  
Shelby Cnty Judge of Probate, AL  
03/16/2010 12:54:33 PM FILED/CERT

When recorded mail to: #:5572096

First American Title  
Loss Mitigation Title Services 12106.9  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: HIGGINS - PROPERTY REPORT

FHA Case No. 011-5135311

SOURCE OF TITLE:

6003145409

## LOAN MODIFICATION AGREEMENT

Original Recorded Date: JUNE 3, 2003

This Loan Modification Agreement ("Agreement"), made this **NOVEMBER 27, 2009**,  
between **David HigginsHusband AND Kelli HigginsWife**

("Borrower"), whose address is

**240 WARWICK LANE**  
**Alabaster, ALABAMA 35007**  
and  
**U.S. BANK, NA**

("Lender"), whose address is **800 MORELAND STREET**  
**OWENSBORO, KENTUCKY 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, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **MAY 30, 2003** and recorded in **Instrument No. 20030603000342260**,

**Shelby COUNTY**, **ALABAMA**, and (2) the Note, in the original principal amount of U.S. \$ **138,902.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **1000212 6003145409 6** and MERS Registration Date **JULY 11, 2003**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**240 WARWICK LANE**  
**Alabaster, ALABAMA 35007**

HUD MERS Modification Agreement  
FAND# HUDEMERSMOD Rev. 04-16-03

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New Money - 5,094.34

*[Handwritten signature]* *KPH*



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the real property described is located in **Shelby**  
and being set forth as follows:

**COUNTY, ALABAMA**

**LOT 212, ACCORDING TO THE AMENDED MAP OF PHASE II WEATHERLY  
WARWICK VILLAGE, AS RECORDED IN MAP BOOK 22, PAGE 67, 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 **DECEMBER 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **143,996.34** consisting of the amount(s) loaned to the Borrower by the Lender and interest capitalized to date in the amount of U.S. \$ **0.00**.

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 **5.500 %**, from **DECEMBER 1, 2009**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **817.60**, beginning on the first day of **JANUARY, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 01, 2039** (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  
**U.S. BANK, NA**  
**4801 FREDERICA STREET**  
**OWENSBORO, KENTUCKY 42301**

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 MERS Modification Agreement**

FAND# HUDMERSMOD-2.A Rev. 01-10-05

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*[Handwritten signatures]*

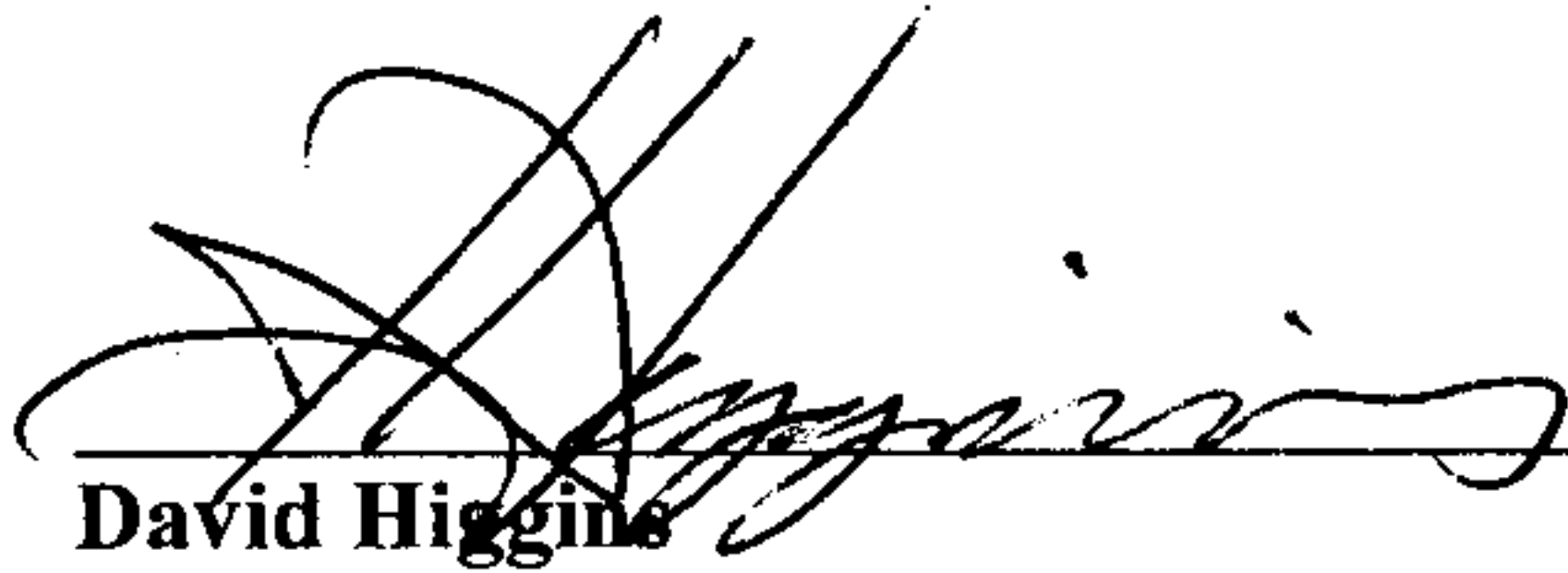
6003145409

(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

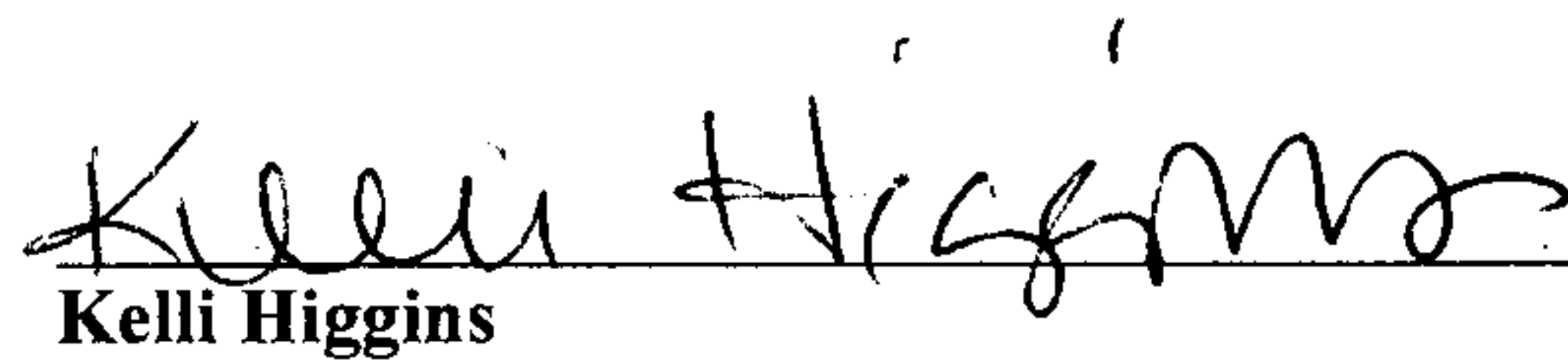
(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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.

  
David Higgins

-Borrower

  
Kelli Higgins

-Borrower

-Borrower

-Borrower

U.S. BANK, NA



Name: Gregg W Speer  
Its: Senior Vice President

-Lender





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[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

STATE OF Alabama

COUNTY SS:

On this 10<sup>th</sup> day of December 2009, I, Clinton Justin Cox,  
a Notary Public in and for said county and in said state, hereby certify that  
David Higgins AND Kelli Higgins

whose name(s) signed to the foregoing conveyance, and who known to me, acknowledged before me that,  
being informed of the contents of the conveyance, executed the same voluntarily and as  
act on the day the same bears date.

Given under my hand and seal of office, this the 10<sup>th</sup> day of December 2009.

My commission expires:

Clinton Justin Cox  
Notary Public

MY COMMISSION EXPIRES OCTOBER 8, 2012

**LENDER ACKNOWLEDGMENT**

STATE OF Kentucky

COUNTY OF Daviess

The foregoing instrument was acknowledged before me this 2nd of Feb. 2010 by  
Gregg W Speer, the Senior Vice President  
of us Bank, NA

a Duly Authorized officer, on behalf of said entity.

Signature of Person Taking Acknowledgment

Erica J. Payne

Printed Name

Erica J. Payne

Title or Rank

Notary Public

Serial Number, if any

HUD MERS Modification Agreement

FAND# ALHUDMERSMOD-4 Rev. 05-06-03

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THIS DOCUMENT WAS PREPARED BY:

Lisa M. Sikes

U.S. BANK, NA

4801 FREDERICA STREET

OWENSBORO, KENTUCKY 42301

