



20100622000197680 1/4 \$181.55
Shelby Cnty Judge of Probate, AL
06/22/2010 12:23:19 PM FILED/CERT

When recorded mail to: #:5283957

First American Title 
Loss Mitigation Title Services 12106.3
P.O. Box 27670
Santa Ana, CA 92799
RE: CURRERI - BMPG+

Prepared By: Rosemary Kirksey
U.S. Bank Home Mortgage
16900 West Capitol Drive
Brookfield, WI 53005
Phone: (262) 373-4771

Service Loan Number 7892610148

LOAN EXTENSION OF THE PROMISSORY NOTE AND DEED OF TRUST

ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENTION 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 Extension of the Promissory Note, ("Extension"), entered into effective as of 30 day of April, 2009, between Nancy Kane Curreri and Stephen Curreri, *Wife and Husband*, ("Borrower"), , *U.S. Bank N.A.* ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated March 31, 2006, securing the original principal sum of U.S. \$112,500.00 recorded on April 7, 2006, in on of the ~~Shelby County~~ County Records in the State of AL, The Promissory Note loan Extension, bearing the same date as, and secured by the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located 50 Winding Stair Trail, Leeds AL 35094. The real property described being set forth as follows:

SEE ATTACHED

INST# 2006 040 700 160670

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

1. As of April 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$107,688.17

2. The 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 a yearly rate of **4.000 %**, beginning **April 1, 2009**, The Borrower promises to make monthly payments of principal and interest of U. S. **\$544.05 beginning** on the 1st day of May, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid in full. If on April 1, 2012 (The "Modified Maturity Date")**, the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Promissory Note, Modification Extension, the Borrower will pay these amounts in full on the Modified Maturity Date. **At the time of Maturity date full prinpal balance is due in full.**

The Borrower will make such payments at 4801 Frederica Street, Owensboro, Kentucky 42301 or at such other place as the Lender may require.

3. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, 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, all terms and provisions of the Loan Modification Agreement are forever canceled, null and void, as of the maturity date of the Note.

4.. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Modification.

Nancy Kane Curreri
Nancy Kane Curreri

Stephen Curreri
Stephen Curreri

State of: Kentucky

County of: Jefferson

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Nancy Kane Curreri and Stephen Curreri, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose therein expressed.

Witnesses my hand and official seal in the county and state aforesaid this 30 day of April, 2009.

My Commission Expires: 10/11/10

Crystal Nicole Horn
Signature Notary Public

205-530-3230
Notary Phone Number

Crystal Nicole Horn
Name (typed or printed)

Lender:

U.S. BANK N.A

By Patricia A Ludka
Patricia A Ludka, First Vice President



State of: Wisconsin
County of: Milwaukee

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named Patricia A Ludka, First Vice President, and was executed and acknowledged and delivered to be the act and deed of the above company.

Witness my hand and seal of office this 30 day of June, 2009.

My Commission Expires: August 28, 2011

Rosemary Kirksey
Rosemary Kirksey
Name (typed or printed)

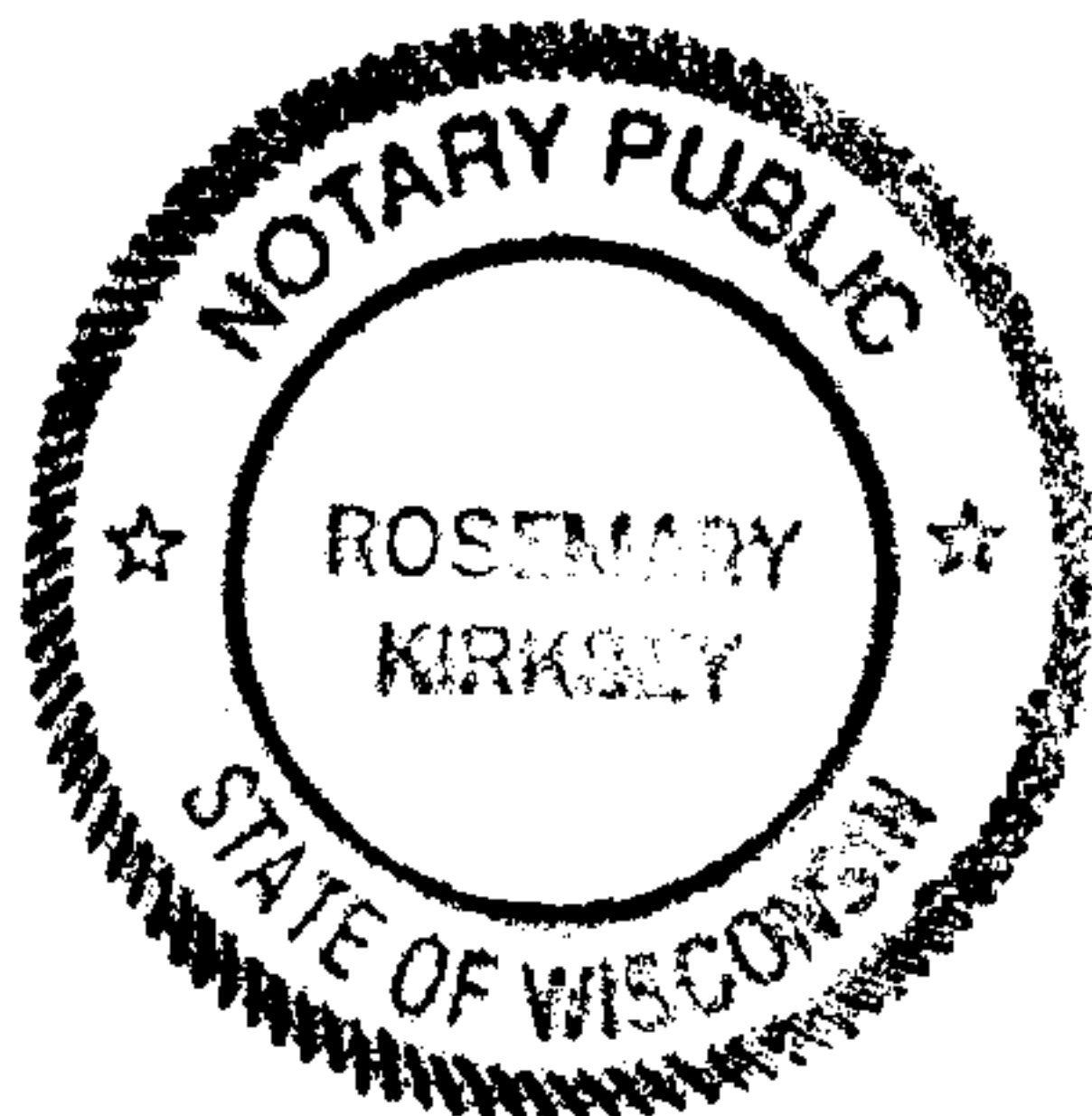


EXHIBIT A



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Commence at the SE corner of the NE ¼ of the NE ¼ of Section 8, Township 18 South, Range 1 East; thence run North along the East line thereof for 299.75 feet; thence 93 degrees 48' 53" left run Westerly 60.52 feet to the Point of Beginning; thence continue last described course for 498.40 feet; thence 78 degrees 42' 41" right run Northwesterly 431.48 feet; thence 21 degrees 14' 27" right run Northerly 62.33 feet; thence 24 degrees 37' 30" left run Northwesterly 301.49 feet to the centerline of Shoal Creek; thence 53 degrees 35' 16" right run Northeasterly along said creek for 142.44 feet; thence 41 degrees 55' 32" right continue along said creek for 351.93 feet; thence 113 degrees 49' 34" right run Southerly 93.68 feet; thence 95 degrees 19' 42" left run Easterly 99.95 feet; thence 112 degrees 17' 46" right run Southwesterly 270.34 feet; thence 85 degrees 13' 21" left run Southeasterly 141.24 feet; thence 16 degrees 29' 45" left run 142.52 feet to the centerline of a road; thence 75 degrees 12' 54" right run Southerly along said road for 65.03 feet; thence 8 degrees 43' 39" left continue along said road for 304.44 feet; thence 5 degrees 51' 22" left for 106.47 feet to the Point of Beginning.

Together with that certain easement for ingress and egress described as follows:

A parcel of land situated in the SE ¼ of Section 5 and the NE corner of Section 8, Township 18 South, Range 1 East, being more particularly described as follows: Commence at the SW corner of Section 4, Township 18 South, Range 1 East; thence run Northerly along East line thereof for 312.89 feet to the Southerly R/W of Shelby County Highway #41; thence 98 degrees 15' 59" left run Westerly for 462.67 feet to a point on said R/W; thence 1 degree 52' 53" right continue along said R/W for 20.11 feet; thence 84 degrees 05' 20" left run Southerly 374.07 feet to Shoal Creek; thence 102 degrees 19' 26" left run Easterly along said creek for 20.47 feet; thence 77 degrees 40' 34" left run Northerly for 371.77 feet to the Point of Beginning.

Situated in Shelby County, Alabama.



CURRERI

40904509

AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



20060407000160670 16/16 \$224.75
Shelby Cnty Judge of Probate, AL
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