

20120202000040330 1/6 \$319.65
Shelby Cnty Judge of Probate, AL
02/02/2012 12:54:08 PM FILED/CERT

This Document Prepared By:
JENNIFER KEY
US BANK, NA
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

When recorded mail to: #6795071
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: WOLFE - PROPERTY REPORT

Source of Title:

Tax/Parcel No. 117364001086000

_____[Space Above This Line for Recording Data]_____

Original Principal Amount: \$182,491.00

FHA/VA Case No.:703 011-6119945

Unpaid Principal Amount: \$178,371.31

MERS Min: 1002611 0200012361 8

New Principal Amount \$195,012.41

New Money (Cap): \$16,695.10

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **19TH** day of **SEPTEMBER, 2011**, between **MICHAEL W. WOLFE AND, TINA WOLFE HUSBAND AND WIFE** ("Borrower"), whose address is **2023 CHANDAWOOD DR, PELHAM, ALABAMA 35124** and **US BANK, NA** ("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, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **DECEMBER 8, 2008** and recorded on **DECEMBER 15, 2008** in **INSTRUMENT NO. 20081215000465750, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. **\$182,491.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **1002611**

0200012361 8. and MERS Registration Date **JANUARY 12, 2009**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **2023 CHANDAWOOD DR, PELHAM, ALABAMA 35124** the real property described is located in **SHELBY COUNTY, ALABAMA** and being set forth as follows:

LOT 2, ACCORDING TO THE AMENDED MAP OF CHAPARRAL, FIRST SECTOR, PHASE I, AS RECORDED IN MAP BOOK 7, PAGE 161, 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, **SEPTEMBER 1, 2011** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$195,012.41**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$16,695.10** 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 **4.6250%**, from **SEPTEMBER 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,002.64**, beginning on the **1ST** day of **OCTOBER, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2041** (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.

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In Witness Whereof, the Lender have executed this Agreement.

US BANK, NA

By SHANAN OWEN
Assistant Secretary of MERS

(print name)
(title)

10-20-11
Date

_____[Space Below This Line for Acknowledgments]_____

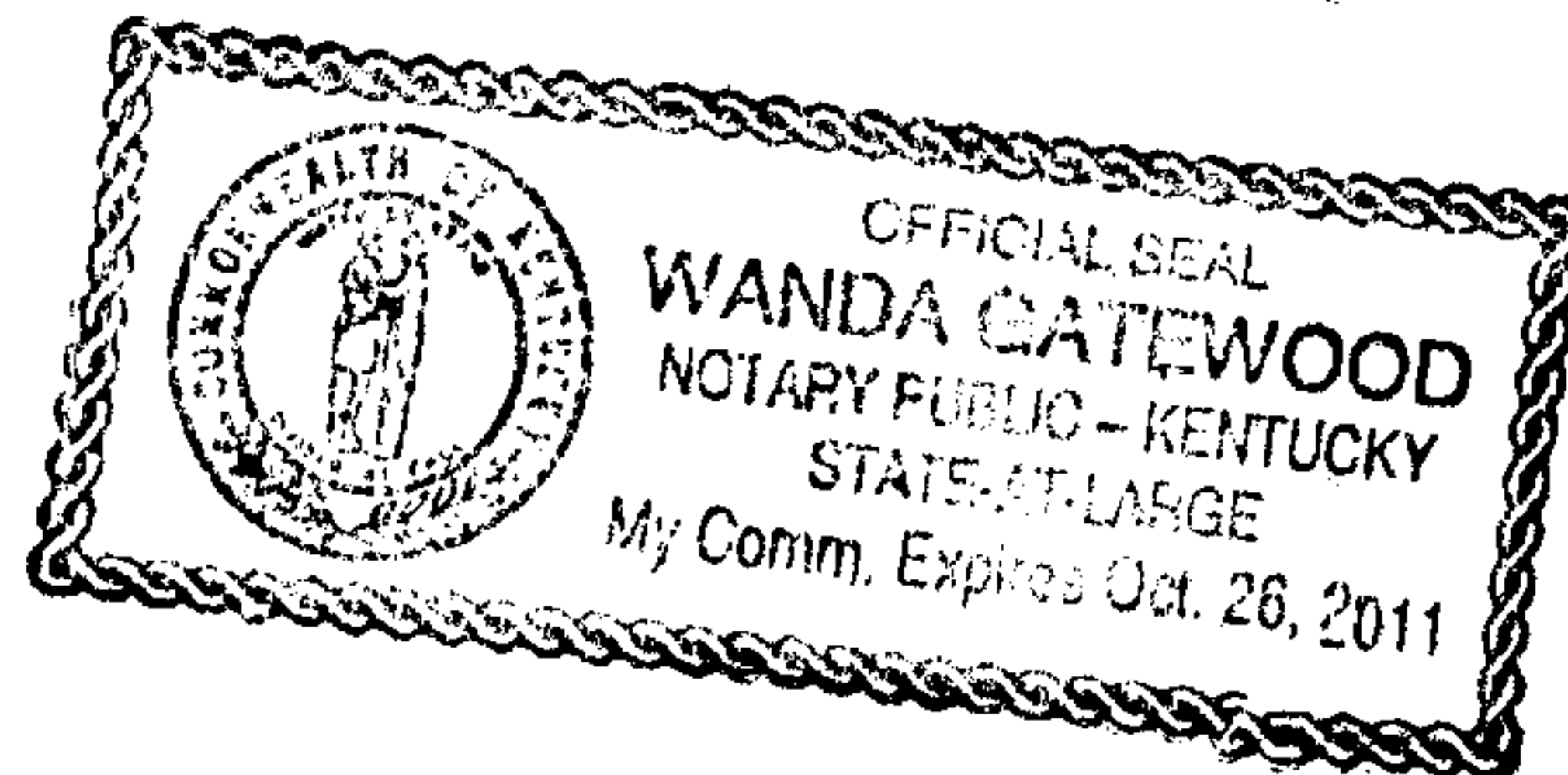
LENDER ACKNOWLEDGMENT

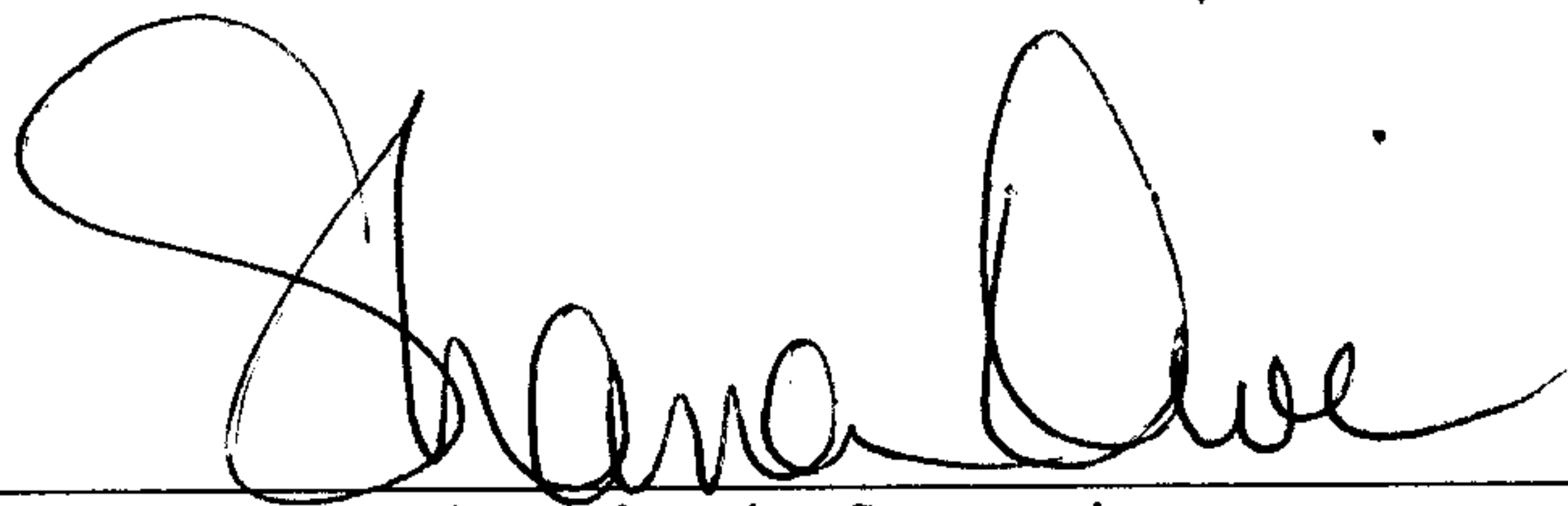
The State of KY
DAVLESS County)

I, Wanda Gatewood, a NOTARY in and for said County in said State, hereby certify that Shanan Owen whose name as Asst Secretary of MERS ~~the US Bank NA~~ a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on 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 20 day of Oct, 2011.

Wanda Gatewood
(Style of Officer)







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Mortgage Electronic Registration Systems, inc.

Mortgagee

By Sharon Owen

10-20-11

Date

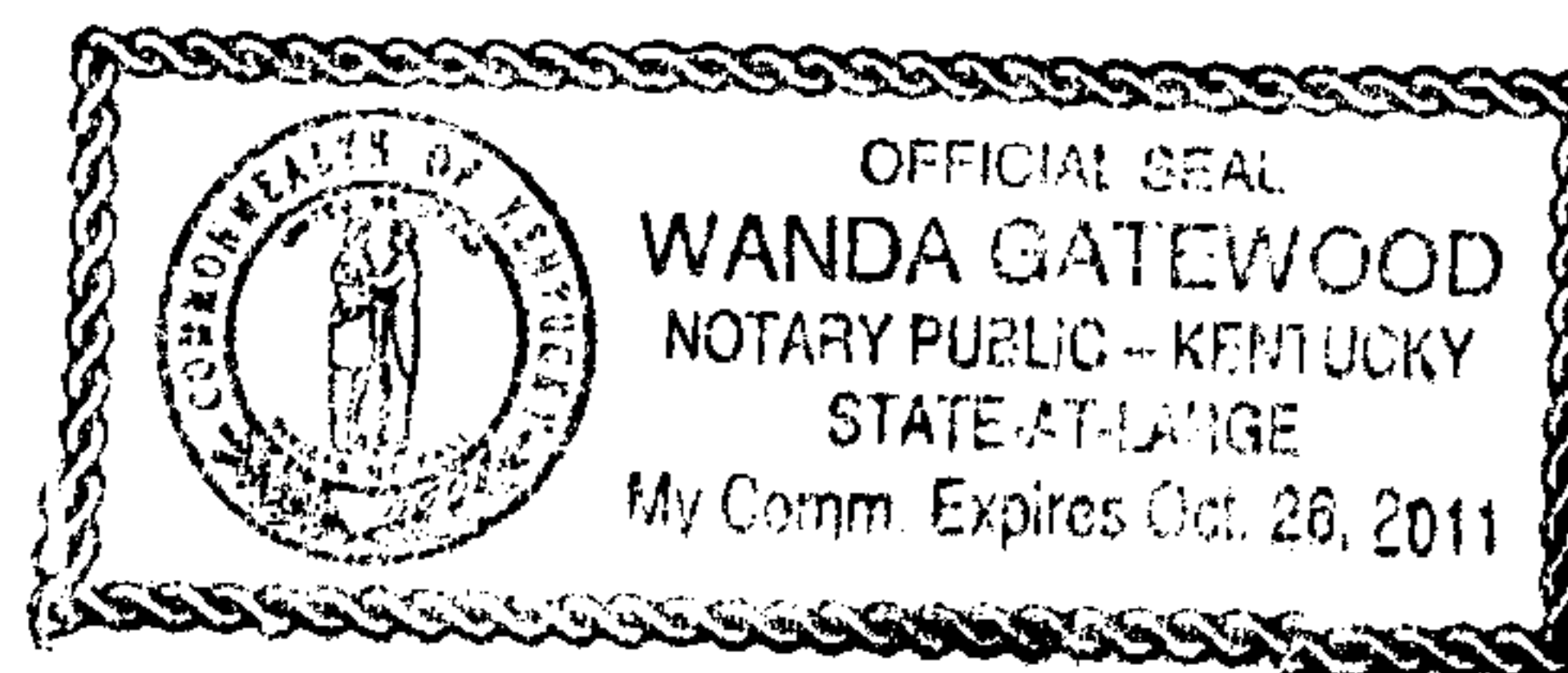
[Space Below This Line for Acknowledgments]

The State of KY
DAVLESS County)

I, Wanda Gatewood, a Notary in and for said County in said State, hereby certify that Sharon Owen whose name as Asst Secretary of Mrs ~~the SS to Donk MA~~ a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on 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 20 day of Oct, 2011.

Wanda Gatewood
(Style of Officer)



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In Witness Whereof, I have executed this Agreement.

Michael W. Wolfe (Seal)
Borrower
MICHAEL W. WOLFE
9/30/11
Date

Tina Wolfe (Seal)
Borrower
TINA WOLFE
9/30/11
Date

____ (Seal)
Borrower

____ (Seal)
Borrower

Date

Date

____ (Seal)
Borrower

____ (Seal)
Borrower

Date

Date

____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
SHELBY County)

I, JAMES G. ALLAN hereby certify that _____
MICHAEL W. WOLFE, TINA WOLFE whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of SEPTEMBER, 2011.

James G. Allan
(Style of Officer)

JAMES G. ALLAN
ALABAMA STATE AT LARGE
TERM 08/29/2011 TO 08/29/2015