

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

When recorded mail to: #:6790865
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: STONE - PROPERTY REPORT

Source of Title:

Tax/Parcel No. 261020001023000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$111,650.00 **FHA\VA Case No.:703 011-5434797**
Unpaid Principal Amount: \$104,778.29 **MERS Min: 1000212 7892512189 4**
New Principal Amount \$121,043.77
New Money (Cap): \$16,265.48

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **AUGUST, 2011**, between **JOSEPH W STONE AND, DANA L STONE HUSBAND AND WIFE** ("Borrower"), whose address is **5668 HWY 10, MONTEVALLO, ALABAMA 35115** 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 **AUGUST 4, 2005** and recorded on **AUGUST 22, 2005** in **INSTRUMENT NO. 20050822000430260, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. **\$111,650.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **1000212 7892512189 4**. and MERS Registration

Date **AUGUST 8, 2005**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **5668 HWY 10, MONTEVALLO, ALABAMA 35115** the real property described is located in **SHELBY COUNTY, ALABAMA** and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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. **\$121,043.77**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$16,265.48** 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 **4.8750%**, from **SEPTEMBER 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$640.57**, 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.



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Shelby Cnty Judge of Probate, AL
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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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02/29/2012 12:54:11 PM FILED/CERT

In Witness Whereof, the Lender have executed this Agreement.

US BANK, NA

By Shanen Owen
Assistant Secretary of MERS

(print name)
(title)

9.28.11

Date

[Space Below This Line for Acknowledgments]

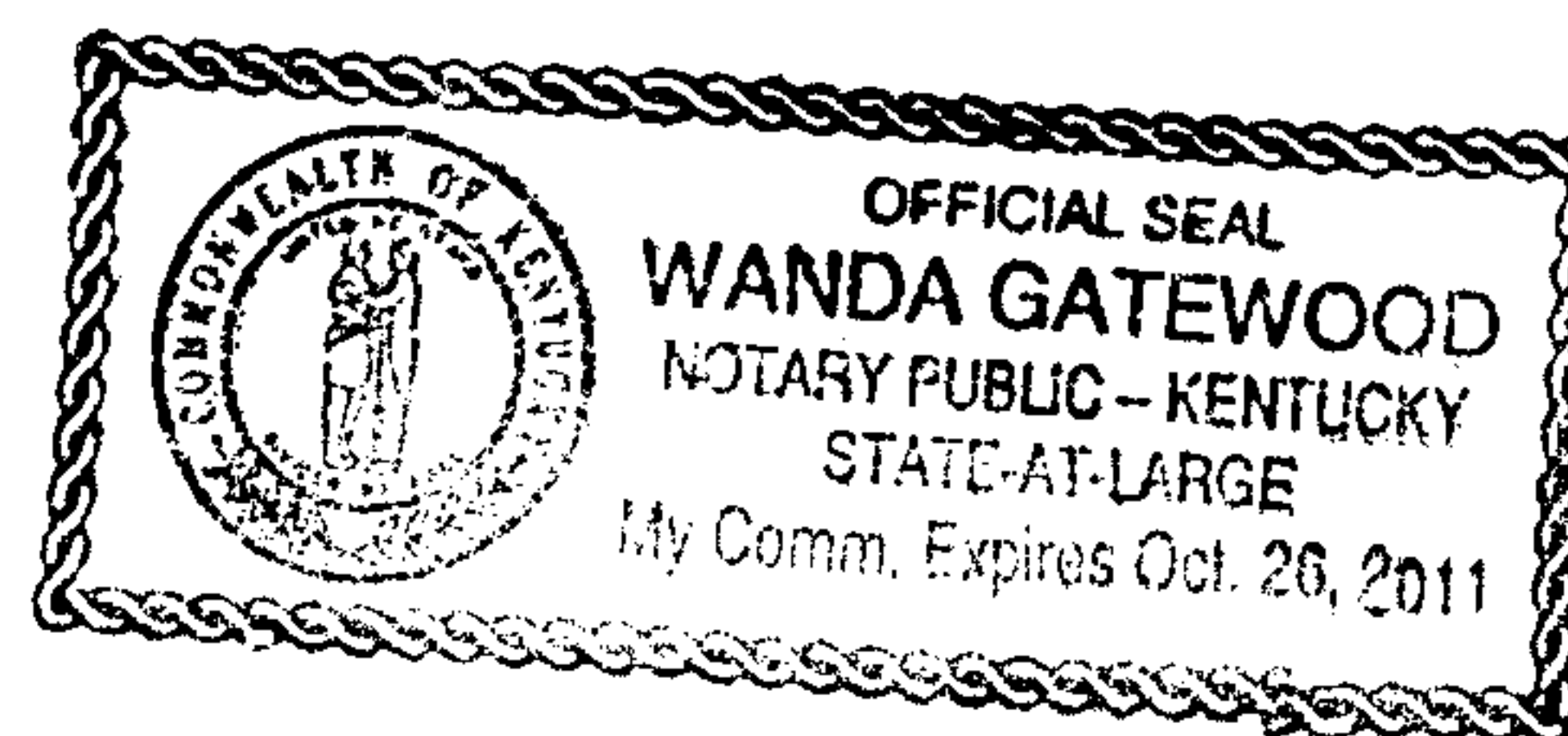
LENDER ACKNOWLEDGMENT

The State of KY
DAVIESS County)

I, Wanda Gatewood, a notary in and for said County in said State, hereby certify that Shanen 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 28 day of Sept, 2011.

Wanda Gatewood
(Style of Officer)



Sharon Owen

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Shelby Cnty Judge of Probate, AL
02/29/2012 12:54:11 PM FILED/CERT

Mortgage Electronic Registration Systems, inc. Mortgagee

By *Sharon Owen*
9-28-11

Date

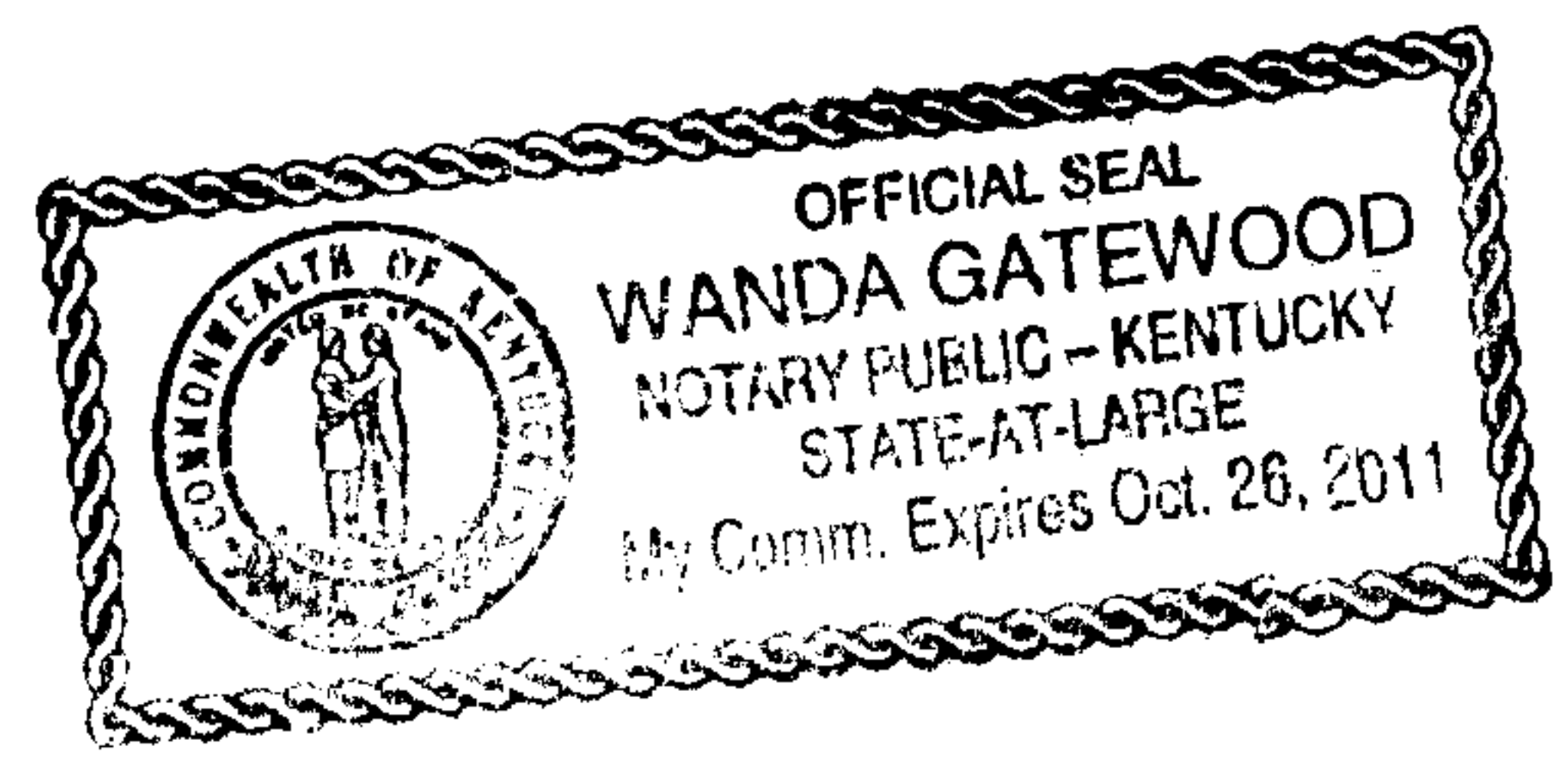
_____[Space Below This Line for Acknowledgments]_____

The State of RY
DAVIESS 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 MBS the US Bank 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 28 day of Sept, 2011.

Wanda Gatewood
(Style of Officer)



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Shelby Cnty Judge of Probate, AL
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In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)
Borrower
JOSEPH W STONE
9-1-11
Date

[Signature] (Seal)
Borrower
DANA L STONE
9-1-11
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, Kelli A. Peek hereby certify that _____
JOSEPH W STONE, DANA L STONE 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 2nd day of September, 2011.

[Signature]
(Style of Officer)

MY COMMISSION EXPIRES SEPTEMBER 14, 2014



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EXHIBIT A

BORROWER(S): JOSEPH W STONE AND, DANA L STONE HUSBAND AND WIFE

LOAN NUMBER: 7892512189

LEGAL DESCRIPTION:

A CERTAIN PARCEL OR TRACT OF LAND, BEGINNING AT THE NE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 22, RANGE 4 WEST, AND RUNNING IN A SOUTHERLY DIRECTION 345 FEET TO THE NORTH SIDE OF OLD COLUMBIANS AND TUSCALOOSA PUBLIC ROAD, THENCE IN A WESTERLY DIRECTION RUNNING AT AN ANGLE OF 12° SOUTH OF WEST, ALONG THE NORTH SIDE OF SAID PUBLIC ROAD 900 FEET TO SE CORNER OF WILLIAM PICKETT'S 4 ACRES, THENCE RUNNING NORTH MORE OR LESS 440 FEET TO THE NORTHERN BOUNDARY LINE OF SAID FORTY, THENCE EAST TO THE POINT OF BEGINNING. ALSO, ONE TRACT OF LAND DESCRIBED AS FOLLOWS; BEGINNING AT THE SW CORNER OF NW 1/4 OF NE 1/4 OF SECTION 2, TOWNSHIP 22, RANGE 4 WEST, THENCE NORTH 85 YARDS TO POINT, THENCE EAST 440 YARDS TO EAST BOUNDARY LINE OF SAID FORTY ACRES, THENCE SOUTH 85 YARDS TO SE CORNER OF SAID NW 1/4 OF NE 1/4 OF SECTION 2, TOWNSHIP 22, RANGE 4 WEST, THENCE WEST 440 YARDS BEGINNING, AND BEING A PART OF SW 1/4 OF NE 1/4 OF SECTION 2, TOWNSHIP 22, RANGE 4 WEST, LYING NORTH OF SAID COLUMBIANA AND TUSCALOOSA PUBLIC ROAD EXCEPT FOUR ACRES IN SW CORNER OF SAID TRACT BELONGING TO W. M. PICKETT, AND SITUATED IN SHELBY COUNTY, ALABAMA. ALSO BEING 7.63 ACRES OFF THE SOUTH SIDE OF SAID NW 1/4 OF NE 1/4 OF SECTION 2, TOWNSHIP 22, RANGE 4 WEST. LESS AND EXCEPT: TRACT I BEGINNING AT THE NW CORNER OF SE 1/4 OF NE 1/4 OF SECTION 2, TOWNSHIP 22, RANGE 4 WEST; THENCE GO NORTH FOR A DISTANCE OF 210 FEET TO A POINT; THENCE GO WEST 384 1/2 FEET TO A POINT; THENCE GO SOUTH 640 FEET TO A POINT; THENCE GO EAST 161 FEET TO A POINT; THENCE GO NORTH 243 FEET TO A POINT; THENCE GO EAST 210 FEET TO A POINT; THENCE GO NORTH 180 FEET TO POINT OF BEGINNING; PARTLY IN NW 1/4 OF NE 1/4, AND PARTLY IN SW 1/4 OF NE 1/4, SECTION 2, TOWNSHIP 22, RANGE 4 WEST, SHELBY COUNTY, ALABAMA. TRACT II; COMMENCING AT THE NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 22, RANGE 4 WEST; THENCE GO SOUTH FOR A DISTANCE OF 180 FEET TO A POINT, THE POINT OF BEGINNING; THENCE GO WEST FOR A DISTANCE OF 210 FEET TO A POINT; THENCE GO SOUTH FOR A DISTANCE OF 243 FEET TO A POINT; THENCE GO EAST FOR A DISTANCE OF 212 FEET TO A POINT; THENCE GO NORTH FOR A DISTANCE OF 210 FEET TO THE POINT OF BEGINNING. SITUATED IN THE SW 1/4 OF NE 1/4 OF SECTION 2, TOWNSHIP 22, RANGE 4 WEST, SHELBY COUNTY, ALABAMA. ALSO, LESS AND EXCEPT: A RIGHT OF WAY OF INGRESS, EGRESS AND UTILITIES, IN THE WEST HALF OF THE NE 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA: 60 FEET WIDE, 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 2; THENCE RUN NORTH 01°22'17" EAST ALONG THE WEST 1/4 - 1/4 LINE 305.96 FEET; THENCE RUN SOUTH 88°37'43" EAST 934.96 FEET TO A POINT ON THE EAST LINE OF THE TOM SMITHERMAN PROPERTY AND THE CENTERLINE OF GABLE LANE (A CHERT ROAD), SAID POINT BEING ON A CLOCKWISE CURVE HAVING A DELTA ANGLE OF 2308'33" AND A RADIUS OF 283.00 FEET; THENCE TURN RIGHT 67°27'20" TO TANGENT AND RUN ALONG THE ARC OF SAID CURVE 118.35 FEET TO THE POINT OF TANGENT; THENCE RUN SOUTH 01°58'09" WEST 911.28 FEET TANGENT TO SAID CURVE ALONG SAID CENTERLINE; THENCE RUN SOUTH 05°53'55" WEST 130.94 FEET ALONG SAID CENTERLINE TO THE POINT OF A CLOCKWISE CURVE HAVING A DELTA ANGLE OF

39°47'22" AND A RADIUS OF 320.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE 222.23 FEET; THENCE RUN SOUTH 53°07'44" WEST 122.48 FEET TO THE CENTER OF SHELBY COUNTY HIGHWAY #10 AND THE END OF SAID CENTERLINE AND ALSO LESS AND EXCEPT: A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID 1/4 - 1/4 SECTION, THENCE RUN EAST ALONG NORTH LINE OF SAID 1/4 - 1/4 SECTION 709.25 FEET, THENCE TURN RIGHT 90°16'43" AND RUN SOUTH 124.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST DESCRIBED COURSE 110.28 FEET, THENCE TURN RIGHT 03°02'09" AND RUN SOUTH 243.34 FEET TO A POINT ON THE NORTH SIDE OF THE OLD COLUMBIANA AND TUSCALOOSA ROAD, THENCE TURN RIGHT 74°41'09" AND RUN SOUTHWEST 16.26 FEET, ALONG SAID ROAD, TO A POINT ON THE NORTH RIGHT OF WAY OF SHELBY COUNTY HIGHWAY #10', SAID POINT BEING ON A COUNTER CLOCKWISE CURVE HAVING A CENTRAL ANGLE OF 09°43'11" AND A RADIUS OF 903.50 FEET, THENCE TURN RIGHT 18°50'06" TO TANGENT AND RUN WEST ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY 153.27 FEET, THENCE CONTINUE ALONG THE TANGENT OF SAID CURVE AND SAID RIGHT OF WAY 100.22 FEET, SAID POINT BEING THE CENTER LINE OF A 20 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES, THENCE RUN THE FOLLOWING CHORD DISTANCES ALONG THE CENTER LINE OF SAID 20 FOOT EASEMENT; THENCE TURN RIGHT 120°39'34" AND RUN NORTHEAST 26.39 FEET, THENCE TURN RIGHT 11°09'57" AND RUN NORTHEAST 87.56 FEET, THENCE TURN RIGHT 10°55'25" AND RUN NORTHEAST 67.82 FEET, THENCE TURN LEFT 15°16'16" AND RUN NORTHEAST 36.96 FEET, THENCE TURN LEFT 28°46'55" AND RUN NORTHEAST 33.56 FEET, THENCE TURN LEFT 16°21'42" AND RUN NORTHWEST 40.21 FEET, THENCE TURN RIGHT 12°08'43" AND RUN NORTH 64.14 FEET, THENCE TURN RIGHT 18°57'18" AND RUN NORTHEAST 63.64 FEET, TO THE END OF SAID EASEMENT, THENCE TURN RIGHT 72°04'49" AND RUN EAST 123.36 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 5668 HWY 10, MONTEVALLO, ALABAMA 35115