



20130531000222950 1/6 \$285.45
Shelby Cnty Judge of Probate, AL
05/31/2013 11:42:59 AM FILED/CERT

This Document Prepared By:
ANGELA EVERLY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

~~When recorded~~ mail to: #:7408427

First American Title 

Loss Mitigation Title Services 12106.1

P.O. Box 27670

Santa Ana, CA 92799

RE: SCHWELLING - PROPERTY REPO

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

Tax/Parcel No. 135211004014000

[Space Above This Line for Recording Data]

Original Principal Amount: \$191,200.00

Unpaid Principal Amount: \$170,399.27

New Principal Amount \$172,274.69

New Money (Cap): \$1,875.42

Freddie Mac Loan No.:265734703

MERS Min: 100021278925985611

MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION 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 Loan Modification Agreement (the "Agreement"), made and effective this **23RD** day of **NOVEMBER, 2012**, between **U.S. BANK N.A.** whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** ("Lender") AND **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), with a mailing address of **P.O. Box 2026, Flint, Michigan 48501-2026**, and a street address of **1901 E Voorhees Street, Suite C, Danville, IL 61834**, Tel. **(888) 679-MERS**, and **JANEL D SCHWELLING, UNMARRIED** whose address is **3045 BOWRON RD, HELENA, ALABAMA 35080** ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **JULY 28, 2005**, in

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest
rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161
10262012_57
First American Mortgage Services

WD12106.1 7892598561


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the original principal sum of U.S. **\$191,200.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on **AUGUST 12, 2005** in **INSTRUMENT NO. 20050812000416510**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

3045 BOWRON RD, HELENA, ALABAMA 35080
[Property Address]

the real property described being set forth as follows:

LOT 14, ACCORDING TO THE SURVEY OF FALLISTON RIDGE, SECOND SECTOR, AS RECORDED IN MAP BOOK 31, PAGE 87 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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

1. Current Balance. As of **DECEMBER 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$172,274.69**.
2. Interest Rate. 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 **4.2500%**, beginning **DECEMBER 1, 2012**, both before and after any default described in the Note. The yearly rate of **4.2500%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$747.02**, beginning on the **1ST** day of **JANUARY, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 1, 2052**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at
4801 FREDERICA ST, OWENSBORO, KY 42301
or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. 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, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.



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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 where 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.

In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.



By Rachel Fulks

(print name)

Mortgage Document Officer

(title)

12-21-12

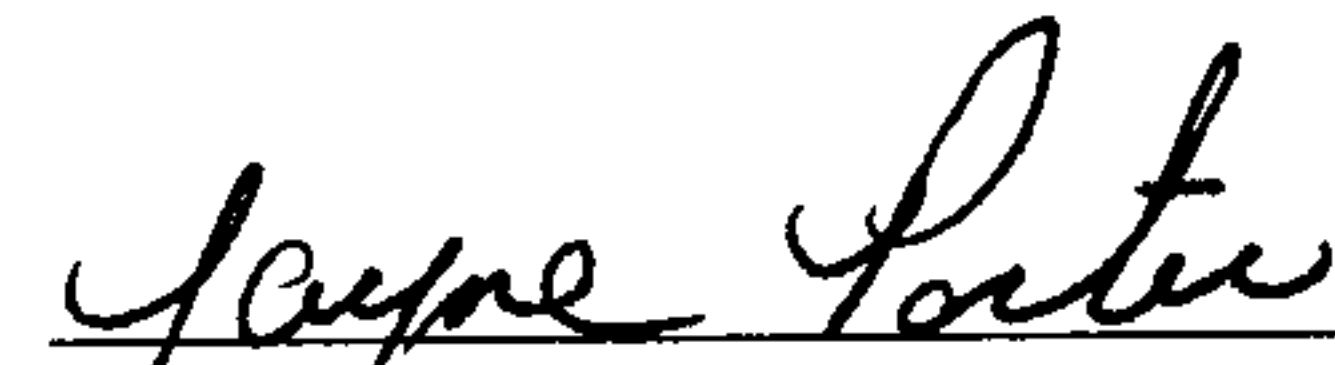
Date

[Space Below This Line for Acknowledgments]

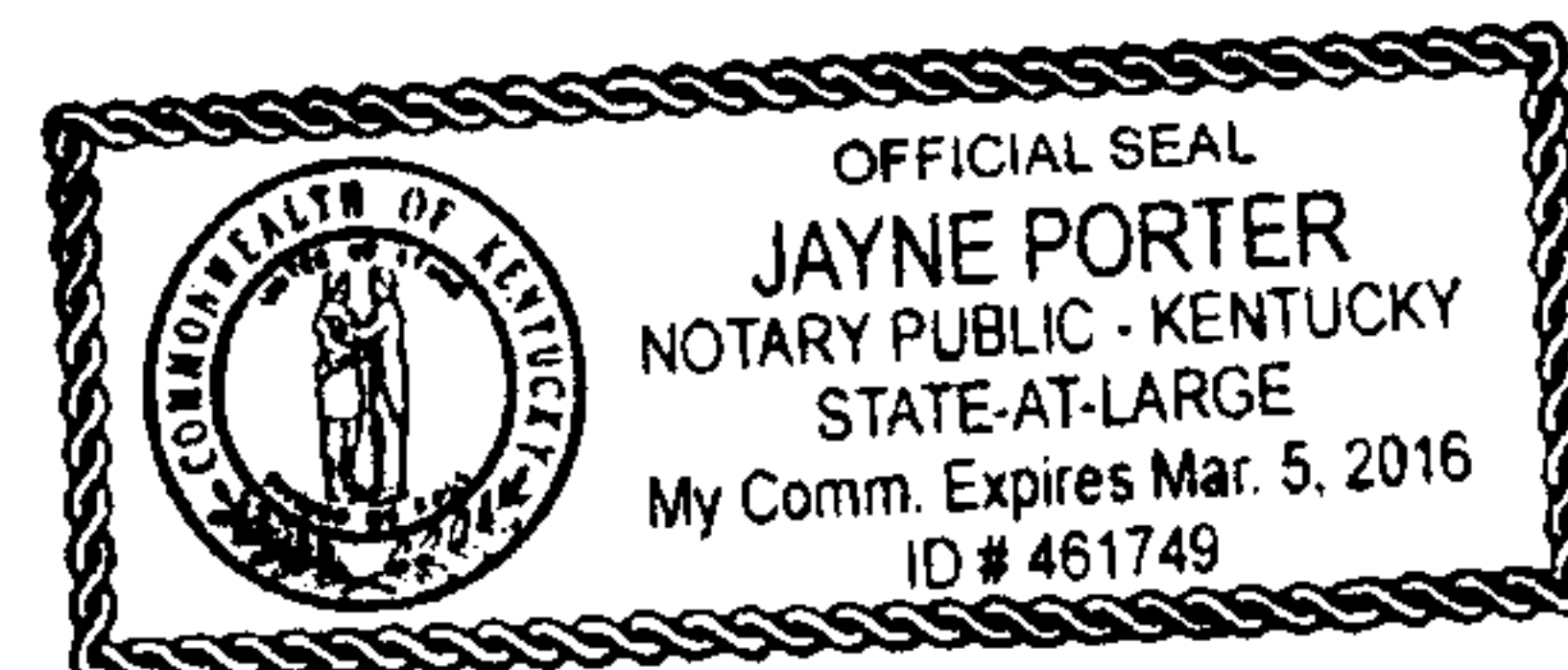
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this December 21 2012
by **RACHEL FULKS**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,
a National Banking Assoc, on behalf of said entity.



Notary Public



Printed Name: Jayne Porter

My commission expires: March 5 2016

THIS DOCUMENT WAS PREPARED BY:
ANGELA EVERLY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301



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Mortgage Electronic Registration Systems, Inc.

Mortgagee

By *Rachel Fulks*

Rachel Fulks

Assistant Secretary

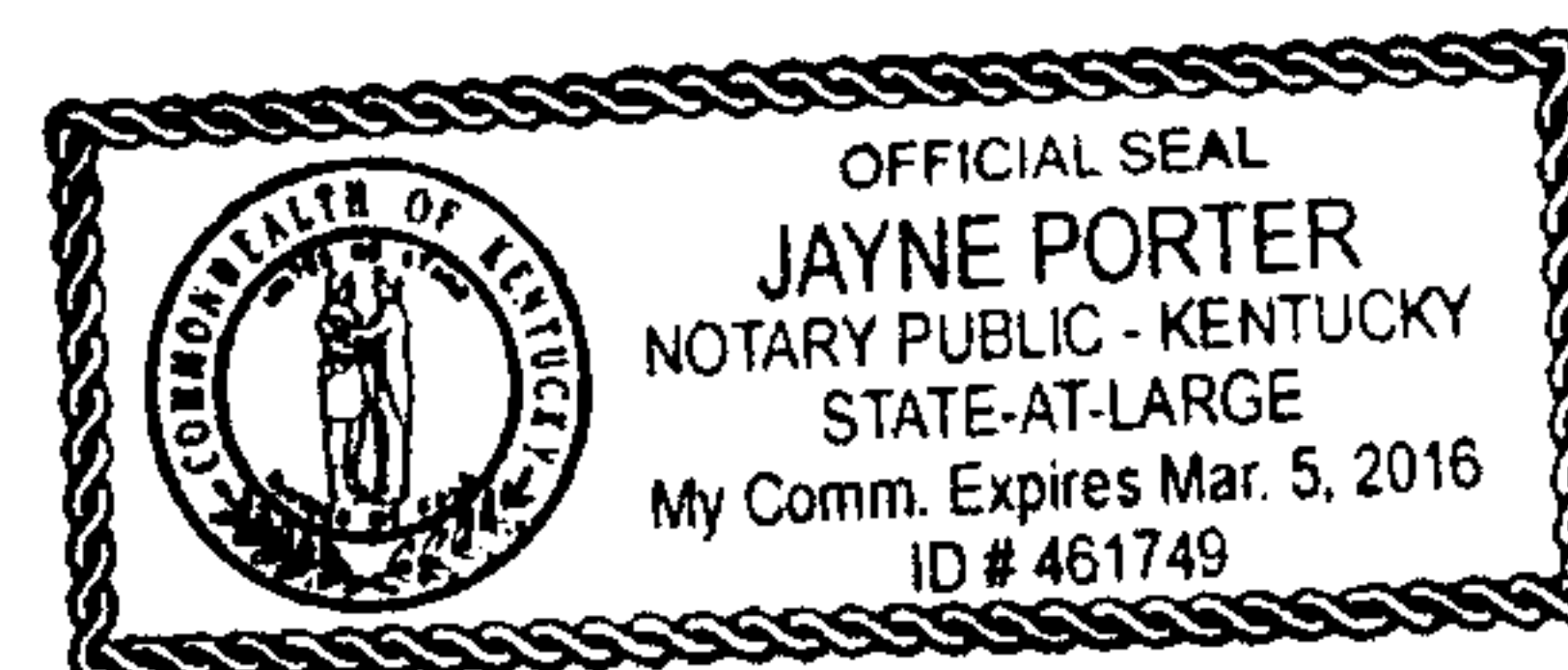
12-21-12
Date

_____[Space Below This Line for Acknowledgments]_____

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this December 21 2012
by Rachel Fulks, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a
Delaware Corp, on behalf of said entity.

Jayne Porter
Notary Public



Printed Name: Jayne Porter

My commission expires: March 5 2016

THIS DOCUMENT WAS PREPARED BY:
ANGELA EVERLY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301


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In Witness Whereof, I have executed this Agreement.

Janel D Schwelling (Seal)
Borrower
JANEL D SCHWELLING
12-3-12
Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

The State of **ALABAMA**)
Shelby County)

I, Jeff Stevens hereby certify that _____
JANEL D SCHWELLING 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 3 day of December, 2012.

[Signature]
(Style of Officer)

MY COMMISSION EXPIRES JULY 20, 2013

[Barcode] **SCHWELLING**
46381507

AL

**FIRST AMERICAN ELS
MODIFICATION AGREEMENT**

[Barcode]

