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

Prepared By: Carla Cristobal U.S. Bank Home Mortgage 16900 West Capitol Drive Brookfield, WI 53005 Phone: (262) 252-7388

WHEN RECORDED, RETURN TO:
FIRST AMERICA NITTLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

Service Loan Number: 7884008766

48489815

FIRST AMERICAN ELS
MODIFICATION OF MORTGAGE MODIFICATION AGREEMENT

ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENSION 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 Balloon Loan Modification ("Modification"), entered into effective as of 31 day of MACH, 2014, between THOMAS HAL DOOLITTLE, TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER THE THOMAS HAL DOOLITTLE TRUST, DATED JULY 1, 1999 ("Grantor"), whom resides at 4 PORT ST LAGUNA NIGUEL CA 92677, and U.S. Bank N.A. ("Grantee"), who's 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 in organized and existing under the laws of Delaware, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated OCTOBER 22, 2007, securing the original principal sum of U.S. \$61,000.00, recorded on NOVEMBER 08, 2007, Document Number 20071108000516680 and in SHELBY County records in the State of ALABAMA. (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which has been assigned MERS WHOS ADDRESS IS 1901 E VOORHEES STREET, SUITE C DANVILLE, IL 61834 Registration No. 1000212 7884008766 7 and MERS Registration Date OCTOBER 24, 2007 which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: LOT 7A MCMAHONE HIGHLANDS CALERA AL 35040, the real property described being set forth as follows:

LOT 7-A, ACCORDING TO A RESURVEY OF LOTS 6 AND 7 OF MCMAHON HIGHLANDS AT SHELBY SPRING FARMS, AS RECORDED IN MAP BOOK 28, AT PAGE 126, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. BEING THE SAME PARCEL CONVEYED TO THOMAS HAL DOOLITTLE, UNDER THE THOMAS HAL DOOLITTLE TRUST, DATED JULY 1, 1999 FROM THOMAS H. DOOLITTLE BY VIRTUE OF A DEED DATED SEPTEMBER 28, 2004 RECORDED OCTOBER 18, 2004 IN DEED DOCUMENT NO. 20041018000573260 IN SHELBY COUNTY, ALABAMA.

Parcel ID Number: 281120000002013

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)

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This is a Mortgage Amendment as defined in M.S 287, 01 Subd 2, and as such does not secure a new or increased amount of debt.

- 1. As of *DECEMBER 01, 2013*, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. *\$54,236.27*.
- 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 3.75%, beginning DECEMBER 01, 2013. The Borrower promises to make monthly payments of principal and interest of U.S. \$285.89, beginning on the 1<sup>st</sup> day of DECEMBER 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on NOVEMBER 01, 2016 ("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 this time of Maturity Date, full principal balance is due in full.

The Borrower will make such payments at <u>4801 Frederica Street</u>, <u>Owensboro</u>, <u>Kentucky 42301</u> or at such other place 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.

THOMAS HAL DOOLITTLE		
State of		
County of		
aforesaid to take acknowledgments, personally	n officer duly authorized in the state aforesaid ar appeared <u>THOMAS HAL DOOLITTLE</u> , to be known is strument and acknowledged before me that HE extensions.	to be the persor
Witnesses my hand and official seal in the count	ty and state afore said this day of	2014.
My Commission Expires:		
Signature Notary Public	Notary Phone Number	
Name (typed or printed)		

## CALIFORNIA ALL-PURPOSÉ CERTIFICATE OF ACKNOWLEDGMENT

State of California  County of Orange  201405200	000152400 05/20/2014 04:28:05 PM MORT 3/4
on March 31,2014 before me, <u>Uriv</u>	(Here insert name and title of the officer)
personally appeared Thomas Hu	16011the
the within instrument and acknowledged to me the	dence to be the person(s) whose name(s)(is/are subscribed to hat he she/they executed the same in his/her/their authorized) on the instrument the person(s), or the entity upon behalf of it.
I certify under PENALTY OF PERJURY under the is true and correct.	he laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.  Signature of Notary Public	ERIN DONAHOO COMM. # 2044641 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My Comm. Exp. October 10, 2017  (Notary Seal)
ADDITIONAL O	PTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative
(Title or description of attached document)	acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in

	(Title or description of attached document)
(Title or description of attached document continued)	
umbe	of Pages Document Date
	(Additional information)
A D A C	CITY CLAIMED BY THE SIGNER
APAC	
APAC	Individual (s)
	Individual (s) Corporate Officer
	Corporate Officer
	Corporate Officer  (Title)
	Corporate Officer  (Title) Partner(s)

California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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Lender:

U.S. BANK N.A.

Michelle Horbinski
Officer of U.S. Bank N.A.

State of Wisconsin County of Waukesha

I, Samantha Hruz, 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 **Michelle Horbinski Officer of U.S. Bank N.A.**, 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 \_\_\_\_\_

day o

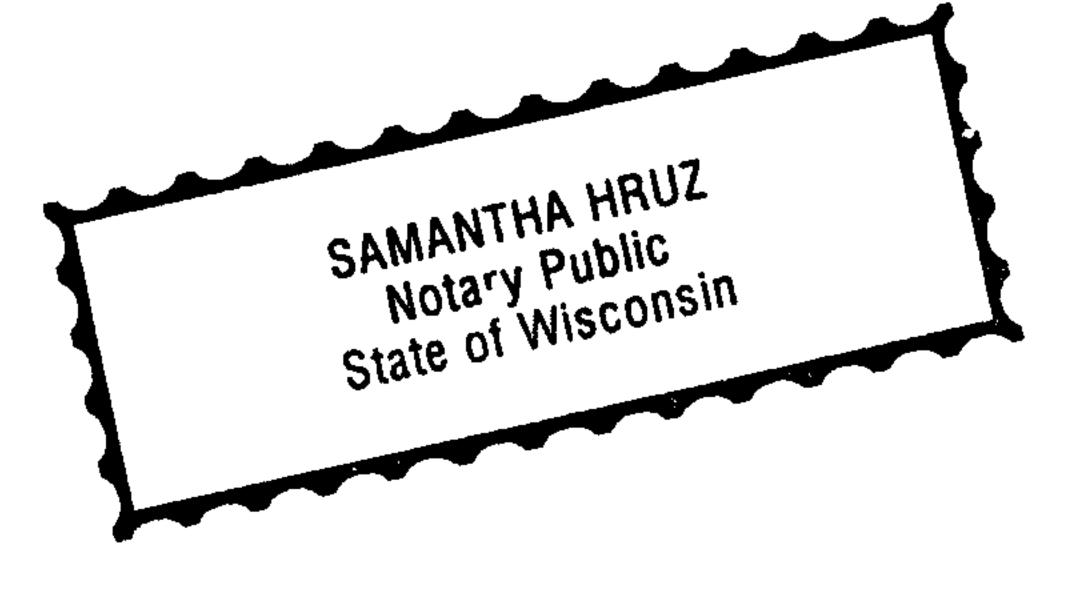
2014

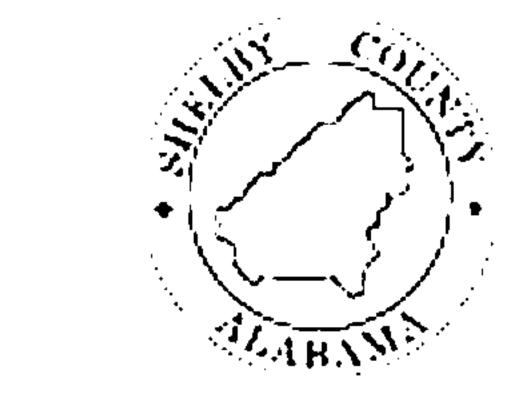
My Commission Expires: March 14, 2017

**Signature Notary Public** 

Signature Notary Public

Samantha Hruz Name (typed or printed)





Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 05/20/2014 04:28:05 PM \$104.45 CHERRY

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