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06/05/2014 04:03:00 PM  
MORTAMEN 1/7

This Document Prepared By:  
**LUCAS CALLOWAY**  
**U.S. BANK N.A.**  
**4801 FREDERICA ST**  
**OWENSBORO. KY 42301**

~~When recorded mail to:~~ #:8082586  
First American Title   
Loss Mitigation Title Services 12070 1  
P O Box 27670  
Santa Ana, CA 92799  
RE: GAINES - PROPERTY REPORT

**Source of Title:**

**Tax/Parcel No. 209300000002005**

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

**Original Principal Amount: \$97,890.00**

**FHA\VA Case No.:703 011-5366260**

**Unpaid Principal Amount: \$90,263.75**

**Loan No: 6003190557**

**New Principal Amount \$90,263.75**

**New Money (Cap): \$0.00**

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **SEPTEMBER, 2013**, between **BRIAN GAINES, TAMEKA GAINES HUSBAND AND WIFE** ("Borrower") whose address is **135 LYNN DRIVE, COLUMBIANA, ALABAMA 35051** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **JANUARY 22, 2005** and recorded on **FEBRUARY 16, 2005** in **INSTRUMENT NO. 20050216000076030**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**135 LYNN DRIVE, COLUMBIANA, ALABAMA 35051**

(Property Address)

the real property described being set forth as follows:

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

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$90,263.75**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **3.8750%**, from **SEPTEMBER 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 424.45**, beginning on the **1ST** day of **OCTOBER, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full. If on **SEPTEMBER 1, 2043** (the "Maturity Date"), 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 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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

4. 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; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

By Jennifer Mattingly  
Mortgage Document Officer

(print name)  
(title)

2-5-14

Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

**STATE OF KENTUCKY**

**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this February 5 2014 by  
**JENNIFER MATTINGLY**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,  
a National Banking Association, on behalf of said national association.

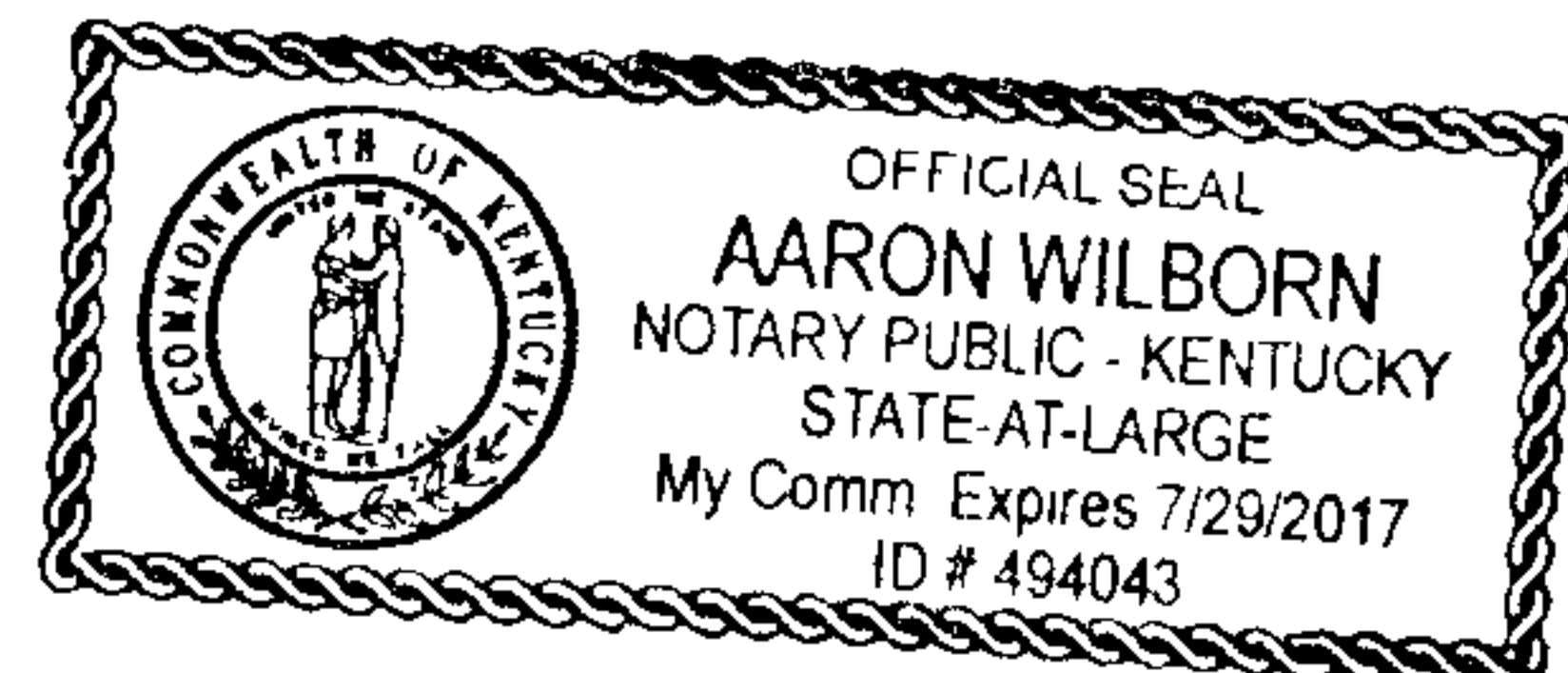
Aaron Wilborn

Notary Public

Printed Name: Aaron Wilborn

My commission expires: 7-29-17

**THIS DOCUMENT WAS PREPARED BY:**  
**LUCAS CALLOWAY**  
**U.S. BANK N.A.**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**



In Witness Whereof, I have executed this Agreement.

Brian Gaines (Seal)

Borrower

BRIAN GAINES

Date

\_\_\_\_ (Seal)

Borrower

Date

\_\_\_\_ (Seal)

Borrower

Date

\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

Tameka Gaines (Seal)

Borrower

TAMEKA GAINES

Date

\_\_\_\_ (Seal)

Borrower

Date

\_\_\_\_ (Seal)

Borrower

**BORROWER ACKNOWLEDGMENT**

The State of ALABAMA )

Shelby County )

I, a Notary Public, hereby certify that **BRIAN GAINES, TAMEKA GAINES HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

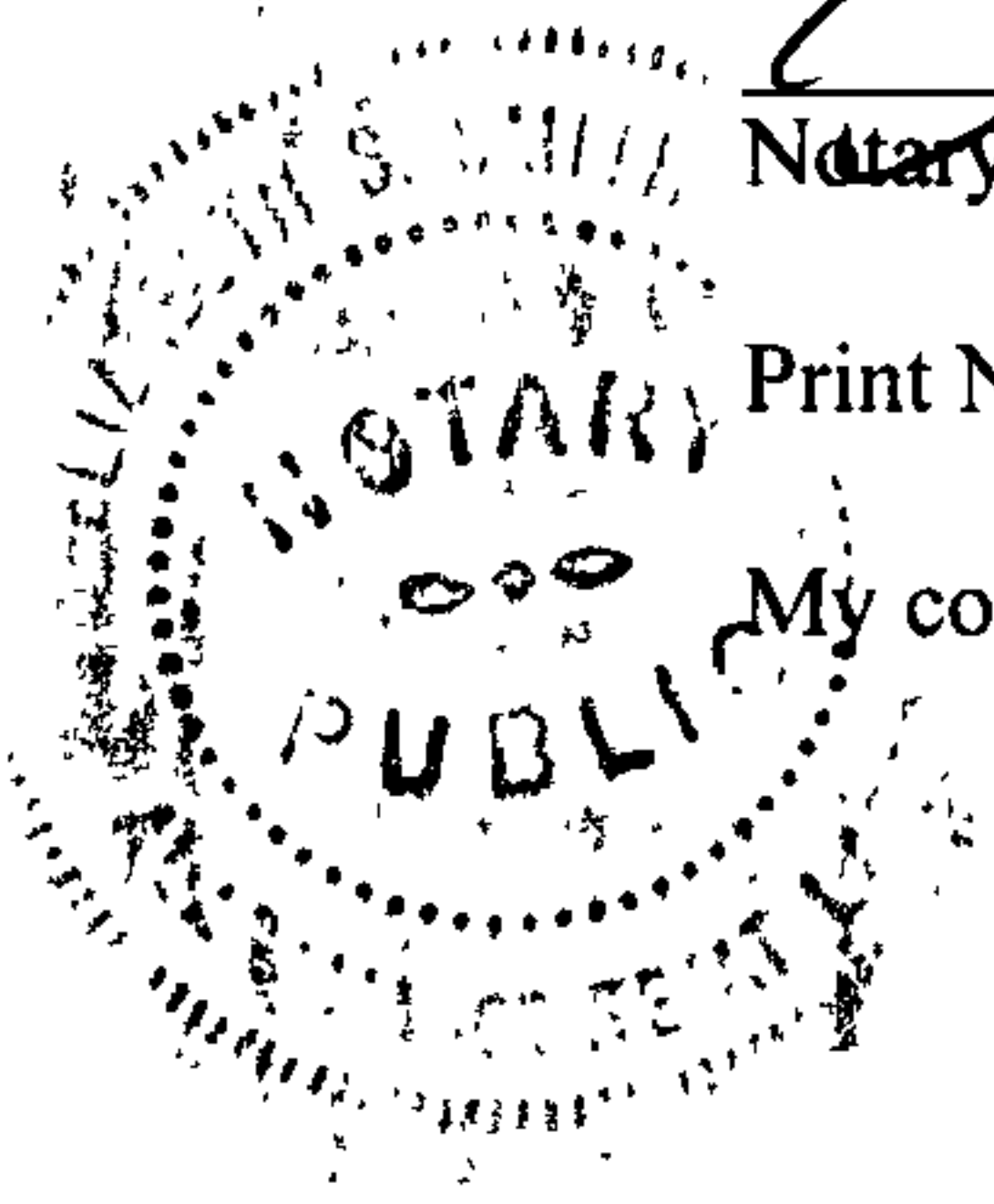
Given under my hand this 4th day of November, 2014.

[Signature]

Notary Public

Print Name Elizabeth Southern

My commission expires: 2-26-16



**EXHIBIT A**

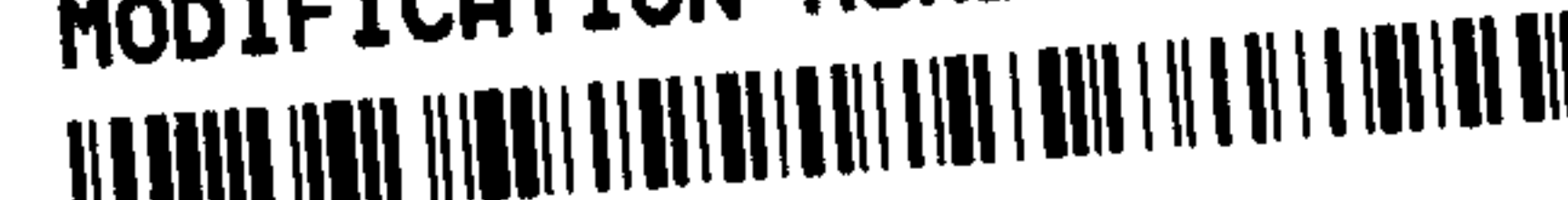
**BORROWER(S): BRIAN GAINES, TAMEKA GAINES HUSBAND AND WIFE**

**LOAN NUMBER: 6003190557**

**LEGAL DESCRIPTION:**

**A PART OF THE W 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO FIND THE POINT OF BEGINNING START AT THE NE CORNER OF THE W 1/2 OF THE SE 1/4 OF THE SE 1/4 AND RUN NORTH 89 DEGREES 28 MINUTED WEST AND ALONG THE NORTH BOUNDARY OF SAID TWENTY FOR A DISTANCE OF 272.50 FEET TO A POINT; THENCE RUN SOUTH 0 DEGREES 39 MINUTES EAST FOR A DISTANCE OF 155.75 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 39 MINUTES EAST FOR A DISTANCE OF 323.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY MARGIN OF THE LOWER KINGDOM ROAD, A 60-FOOT RIGHT OF WAY; THENCE RUN NORTH 84 DEGREES 32 MINUTES EAST AND ALONG THE CURVING NORTH MARGIN OF SAID ROAD FOR A CHORD DISTANCE OF 140.50 FEET TO A POINT; THENCE RUN NORTH 0 DEGREES 39 MINUTES WEST FOR A DISTANCE OF 311.73 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 21 MINUTES WEST FOR A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.**

**ALSO KNOWN AS: 135 LYNN DRIVE, COLUMBIANA, ALABAMA 35051**

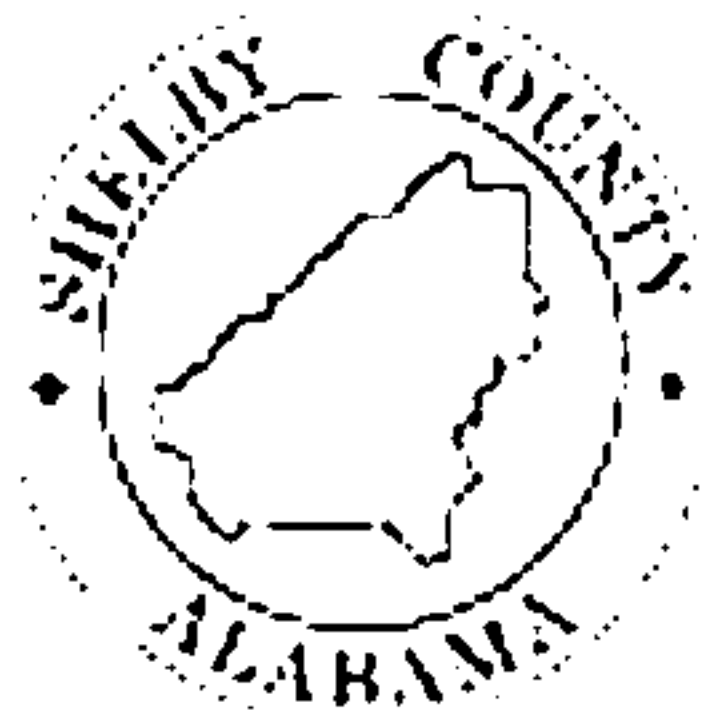
 **GAINES**  
**48529078** **AL**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  


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

**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **BRIAN GAINES, TAMEKA GAINES HUSBAND AND WIFE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ALLEN MORTGAGE LC** for \$97,890.00 and interest, dated **JANUARY 22, 2005** and recorded on **FEBRUARY 16, 2005** in **INSTRUMENT NO. 20050216000076030**. Mortgage tax paid:

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ALLEN MORTGAGE LC** (assignor), to **U.S. BANK NATIONAL ASSOCIATION, ITS SUCCESSORS, TRANSFEREES, AND ASSIGNS FOREVER** (assignee), by assignment of mortgage dated and recorded on in .



A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text of the county clerk's office.