

U.S. **\$111,122.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **100266702057265678** and MERS Registration Date **SEPTEMBER 3, 2009**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **627 THE HEIGHTS LANE, CALERA, ALABAMA 35040** the real property described is located in **SHELBY COUNTY, ALABAMA** and being set forth as follows:

LOT 66, ACCORDING TO THE SURVEY OF TOWNSIDE SQUARE, SECTOR ONE, AS RECORDED IN MAP BOOK 38, PAGE 120, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN 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, **MARCH 1, 2013** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$105,906.35**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$403.50** 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 **3.8750%**, from **MARCH 1, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$533.29**, beginning on the **1ST** day of **APRIL, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2039** (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.

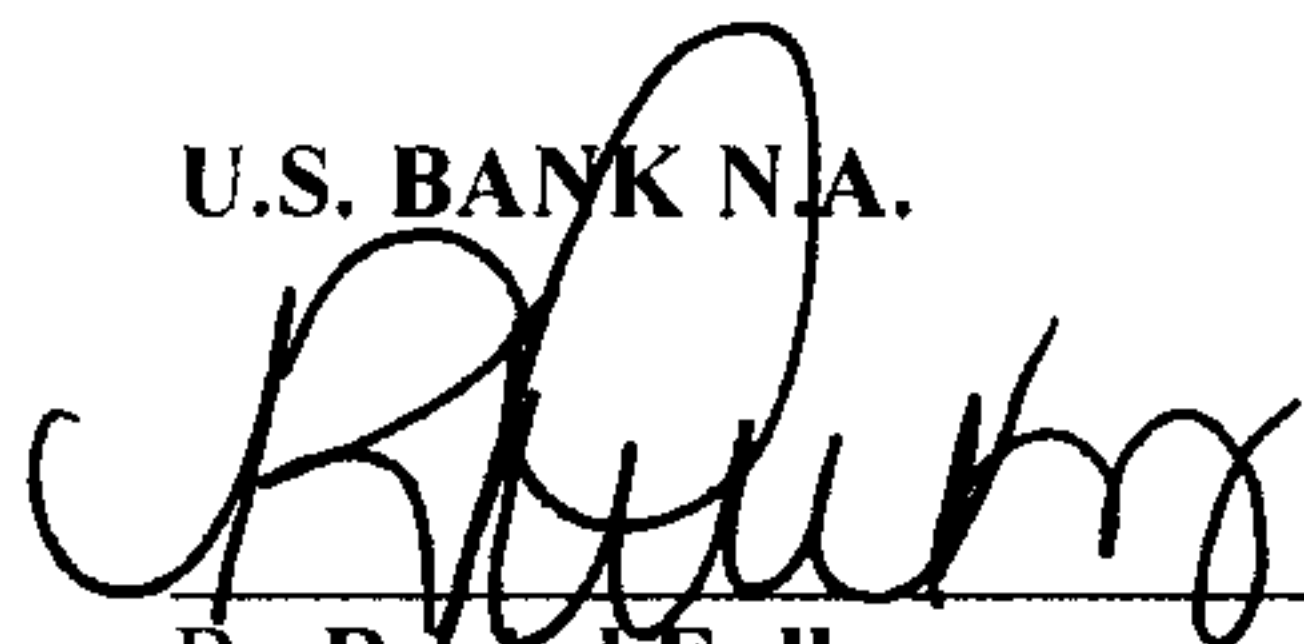
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound 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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Shelby Cnty Judge of Probate, AL
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In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.



By **Rachel Fulks**
Mortgage Document Officer

(print name)
(title)

3/29/13

Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 3/29/13 by

RACHEL FULKS, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,

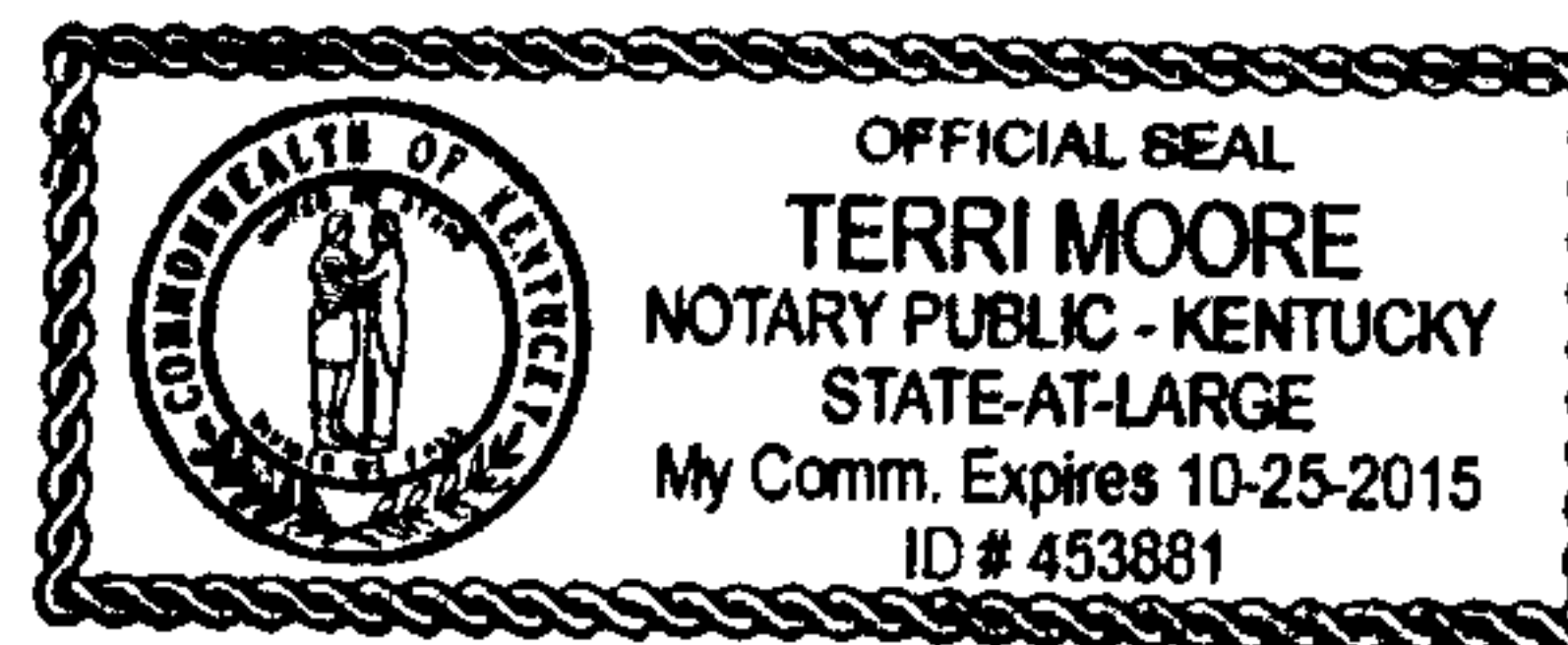
a national banking association, on behalf of said entity.



Notary Public

Printed Name: Terri Moore

My commission expires: 10-25-15



THIS DOCUMENT WAS PREPARED BY:

LUCAS CALLOWAY

U.S. BANK N.A.

4801 FREDERICA ST

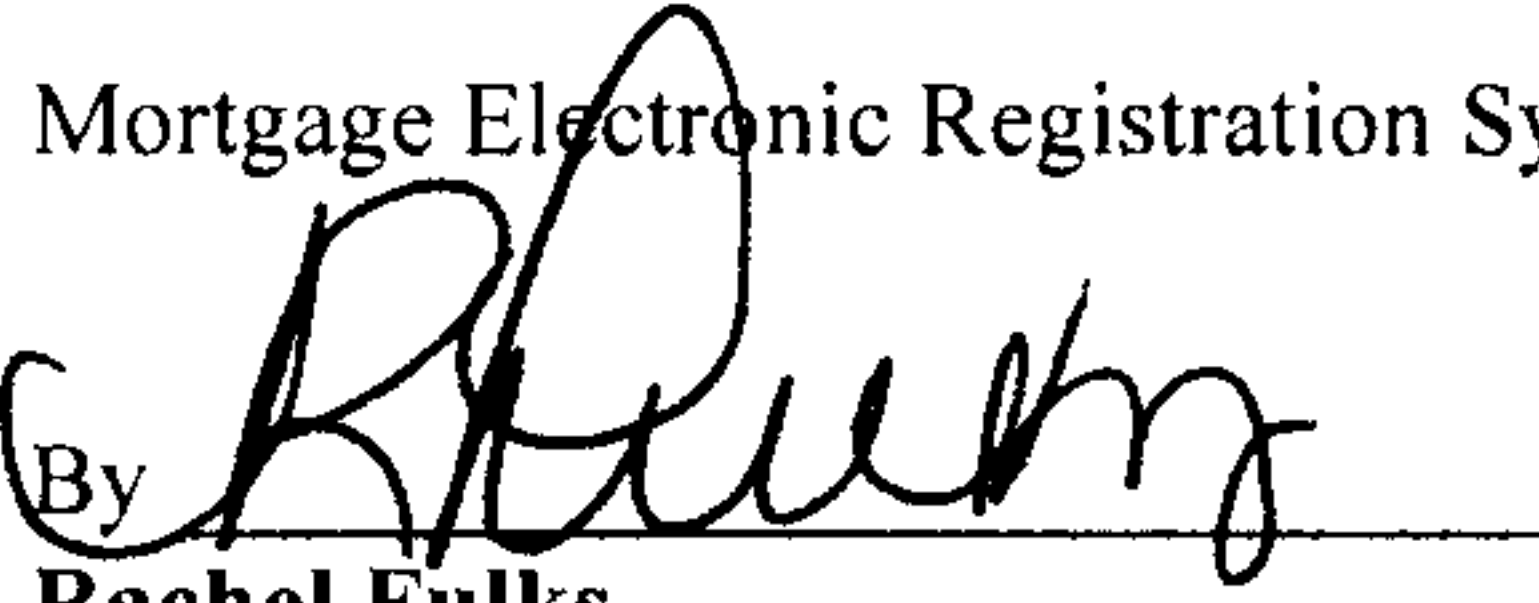
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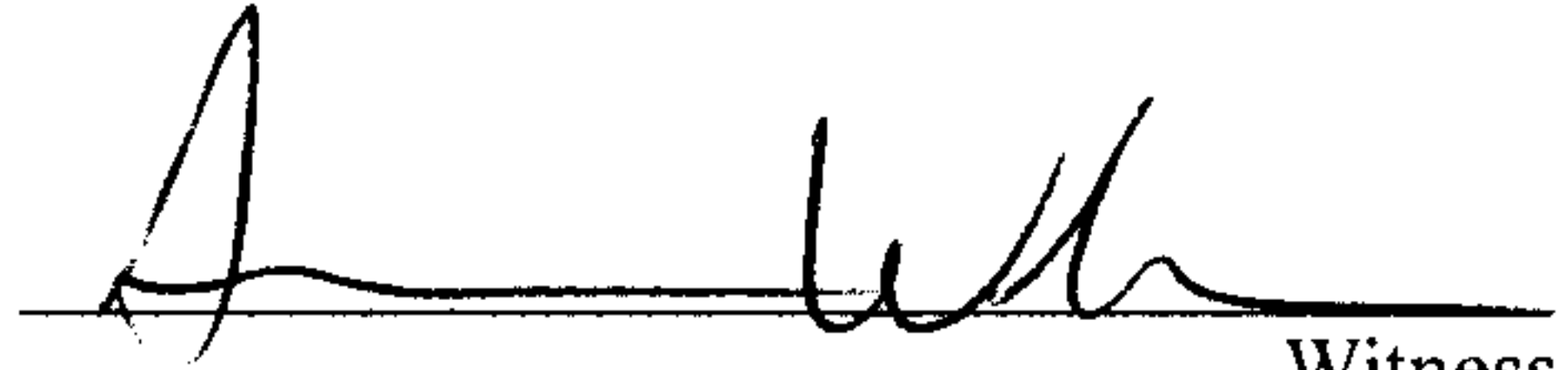


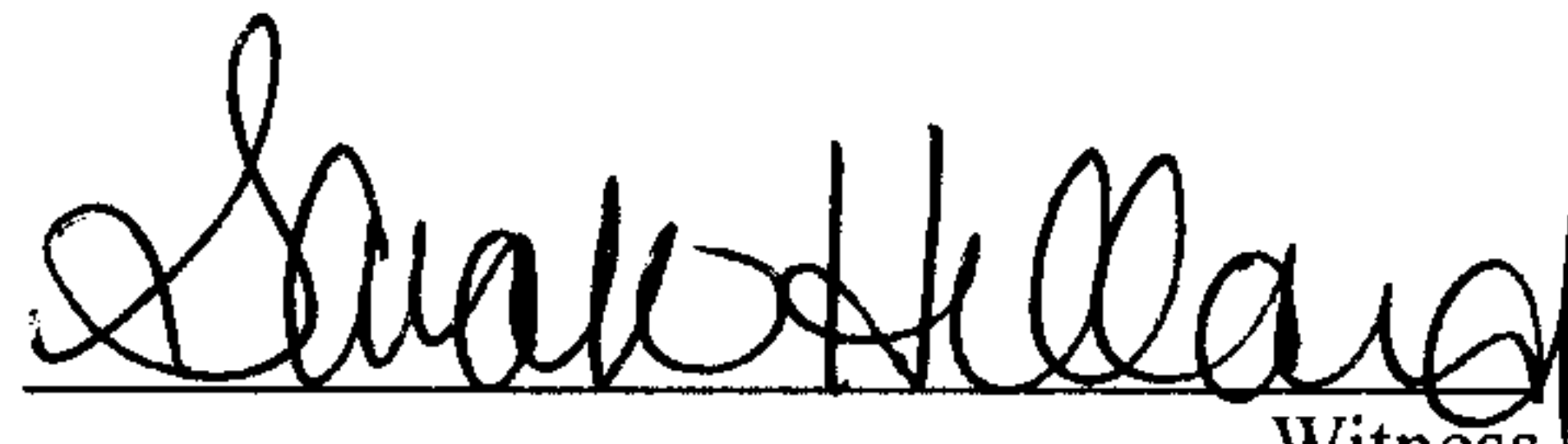
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Shelby Cnty Judge of Probate, AL
07/31/2014 02:31:41 PM FILED/CERT

Mortgage Electronic Registration Systems, Inc.

Mortgagee

By 
Rachel Fulks
Assistant Secretary
3/29/13

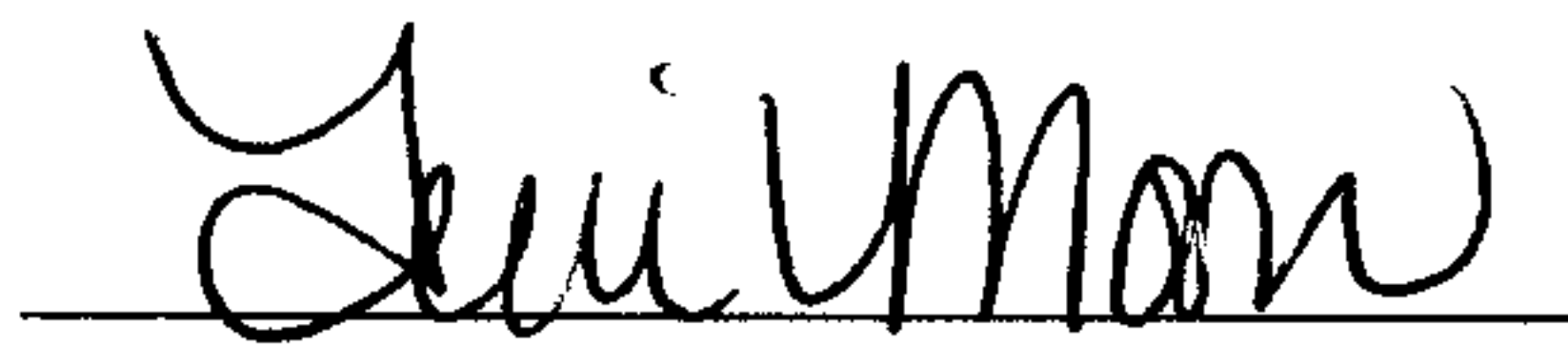
Date
 Witness
Aaron Wilborn
Witness – Printed Name

 Witness
Sarah Hillard
Witness – Printed Name

_____[Space Below This Line for Acknowledgments]_____

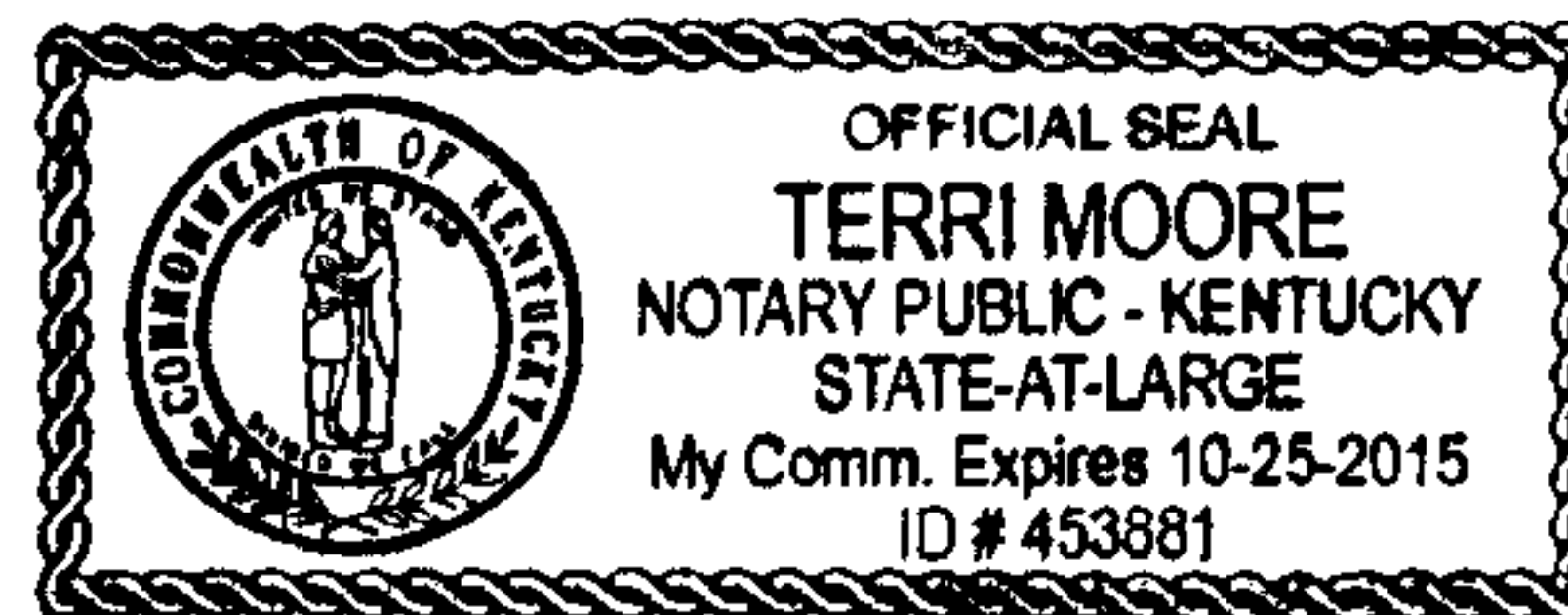
STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 3/29/13
by **Rachel Fulks**, the **Assistant Secretary** of Mortgage Electronics Registrations Systems, Inc., a
Delaware Corporation, on behalf of said entity.


Notary Public

Printed Name: Terri Moore

My commission expires: 10-25-15



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



20140731000236590 5/6 \$30.00
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In Witness Whereof, I have executed this Agreement.

Timothy J. Uptain (Seal)
Borrower

TIMOTHY J UPTAIN

3/20/2013
Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)

Shelby County)

I, Nickolaus J Wingo hereby certify that Timothy J Uptain
TIMOTHY J UPTAIN 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 20 day of March, 2013.

Nickolaus J. Wingo
(Style of Officer)



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