

20140919000295080
09/19/2014 01:50:55 PM
MORTAMEN 1/3

~~When recorded mail to: #9268669~~
First American Title
Loss Mitigation Title Services 12106.3
P.O. Box 27670
Santa Ana, CA 92799
RE: HEATHERLY - 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 AMERICAN TITLE INSURANCE CO
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

HEATHERLY
49128554
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

AL

Service Loan Number: 7892510552

MODIFICATION OF MORTGAGE

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 17th day of JUNE, 2014, between **MANDY M HEATHERLY AND CAREY W HEATHERLY, AS WIFE AND HUSBAND** ("Grantor"), whom resides at **141 CREEKSTONE TRAIL CALERA AL 35040**, 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 **JUNE 08, 2004**, securing the original principal sum of U.S. **\$21,600.00**, recorded on **JUNE 22, 2004, Document Number 20040622000339310** 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 7892510552 5** and MERS Registration Date **JUNE 10, 2004** which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: **141 CREEKSTONE TRAIL CALERA AL 35040**, the real property described being set forth as follows:

LOT 115, ACCORDING TO THE SURVEY OF FINAL PLAT OF STONECREEK PHASE 1, AS RECORDED IN MAP BOOK 32, PAGE 92, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Parcel ID Number: 283050005015000

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)

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 **AUGUST 01, 2014**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$18,309.60**.
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 **4.875%**, beginning **AUGUST 01, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$119.58**, beginning on the **1st day of AUGUST 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid-in-full**. If on **JULY 01, 2019** ("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 4801 Frederica Street, Owensboro, Kentucky 42301 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.

Mandy M Heatherly
MANDY M HEATHERLY

Carey W Heatherly
CAREY W HEATHERLY

State of Alabama

County of Shelby

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared MANDY M HEATHERLY AND CAREY W HEATHERLY, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that THEY executed the same for the purpose therein expressed.

Witnesses my hand and official seal in the county and state afore said this 17 day of June, 2014.

My Commission Expires: February 24, 2018
MY COMMISSION EXPIRES:

Leah Nicole Bailey
Signature Notary Public

205-226-3912
Notary Phone Number

Leah Nicole Bailey
Name (typed or printed)

*** PLEASE DO NOT WRITE, STAMP OR SIGN BELOW ***
3/5
RESERVED FOR LENDER'S USE ONLY

Lender:

U.S. BANK N.A.

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

State of Wisconsin

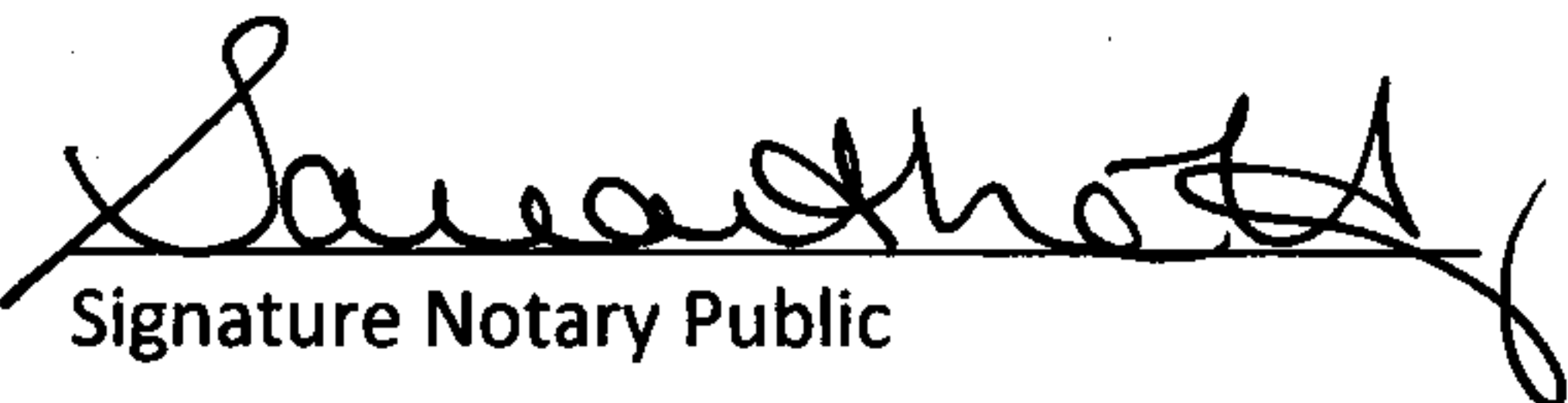
County of Waukesha

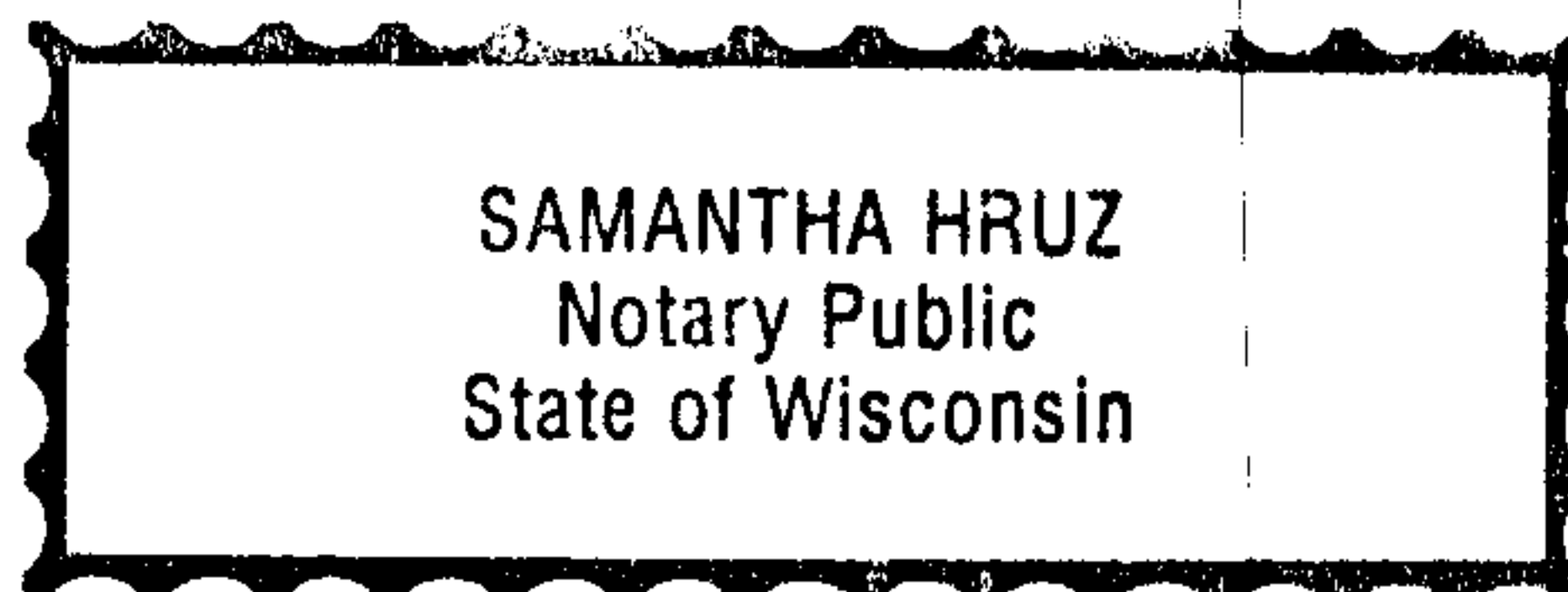
I, Samantha Hruz, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named **Michelle Horbinski Officer of U.S. Bank N.A.**, and was executed and acknowledged and delivered to be the act and deed of the above company.

Witness my hand and seal of office this 16 day of July, 2014.

My Commission Expires: March 14, 2017

Samantha Hruz
Name (typed or printed)


Signature Notary Public



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/19/2014 01:50:55 PM
\$47.60 CHERRY
20140919000295080

