

20141001000307460 1/5 \$188.75
Shelby Cnty Judge of Probate, AL
10/01/2014 11:32:56 AM FILED/CERT

This Document Prepared By:
ANGELA EVERLY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365 7773

~~When recorded~~ mail to: #:7316783

First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: ROZELL - PROPERTY REPORT

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

Source of Title: INSTRUMENT NO. 2000-24067
Tax/Parcel No. 235150004031000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$107,650.00
Unpaid Principal Amount: \$98,093.47
New Principal Amount \$108,402.15
New Money (Cap): \$10,308.68

Freddie Mac Loan No.:0239550900
Loan No: 4800034967

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 4TH day of **DECEMBER, 2012**, between **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, and **REGINALD LEE ROZELL, AND PENNY ROZELL, HUSBAND & WIFE FOR & DURING THEIR JOINT LIVES & UPON THE DEATH OF EITHER OF THEM, THEN TO SURVIVOR OF THEM IN FEE SIMPLE** ("Borrower"), whose address is **218 JASMINE DR, ALABASTER, ALABAMA 35007**, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **JULY 14, 2000**, in the original principal sum of U.S. **\$107,650.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if

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 4800034967

any, dated the same date as the Note and recorded on **JULY 18, 2000** in **INSTRUMENT NO. 2000-24068**, 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:

218 JASMINE DR, ALABASTER, ALABAMA 35007
[Property Address]

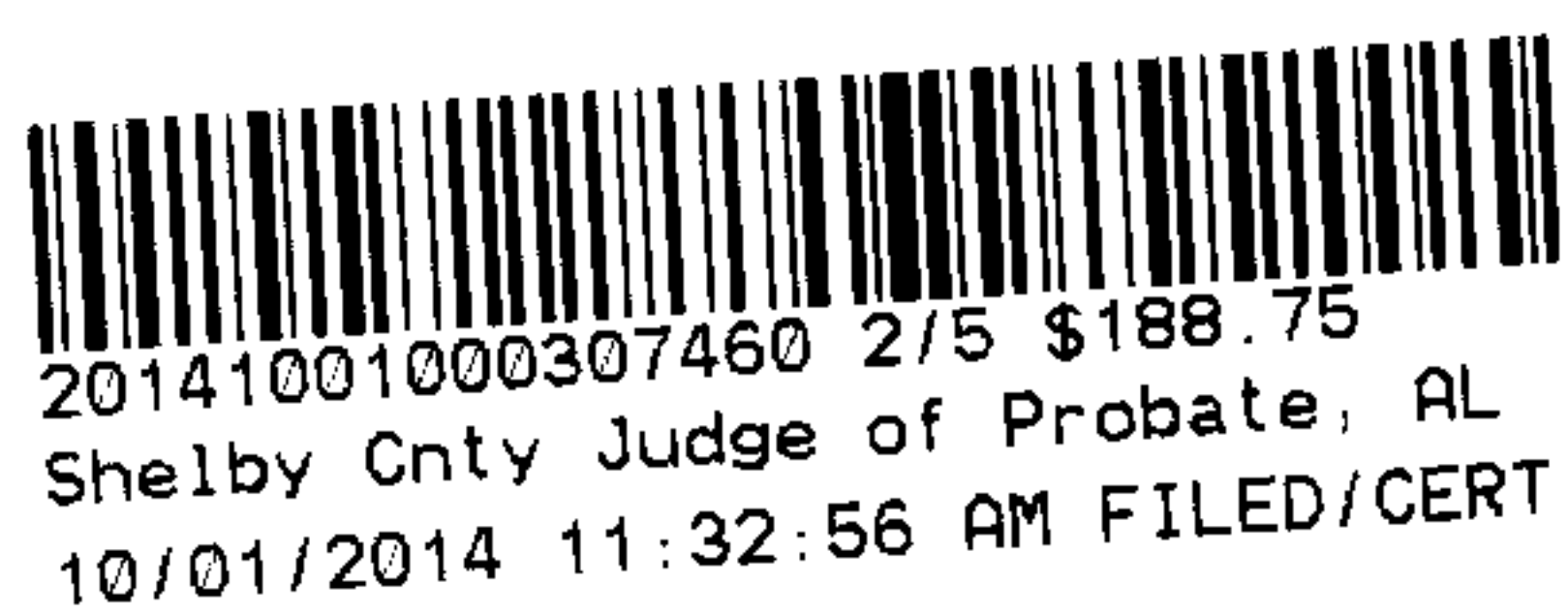
the real property described being set forth as follows:

LOT 31, ACCORDING TO THE SURVEY OF THE REVISED MEADOWS, PLAT 2, AS RECORDED IN MAP BOOK 20 PAGE 26, 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 **NOVEMBER 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$108,402.15**.
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 **4.6250%**, beginning **NOVEMBER 1, 2012**, both before and after any default described in the Note. The yearly rate of **4.6250%** 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. **\$496.08**, beginning on the **1ST** day of **DECEMBER, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 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.



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)

12/24/12

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

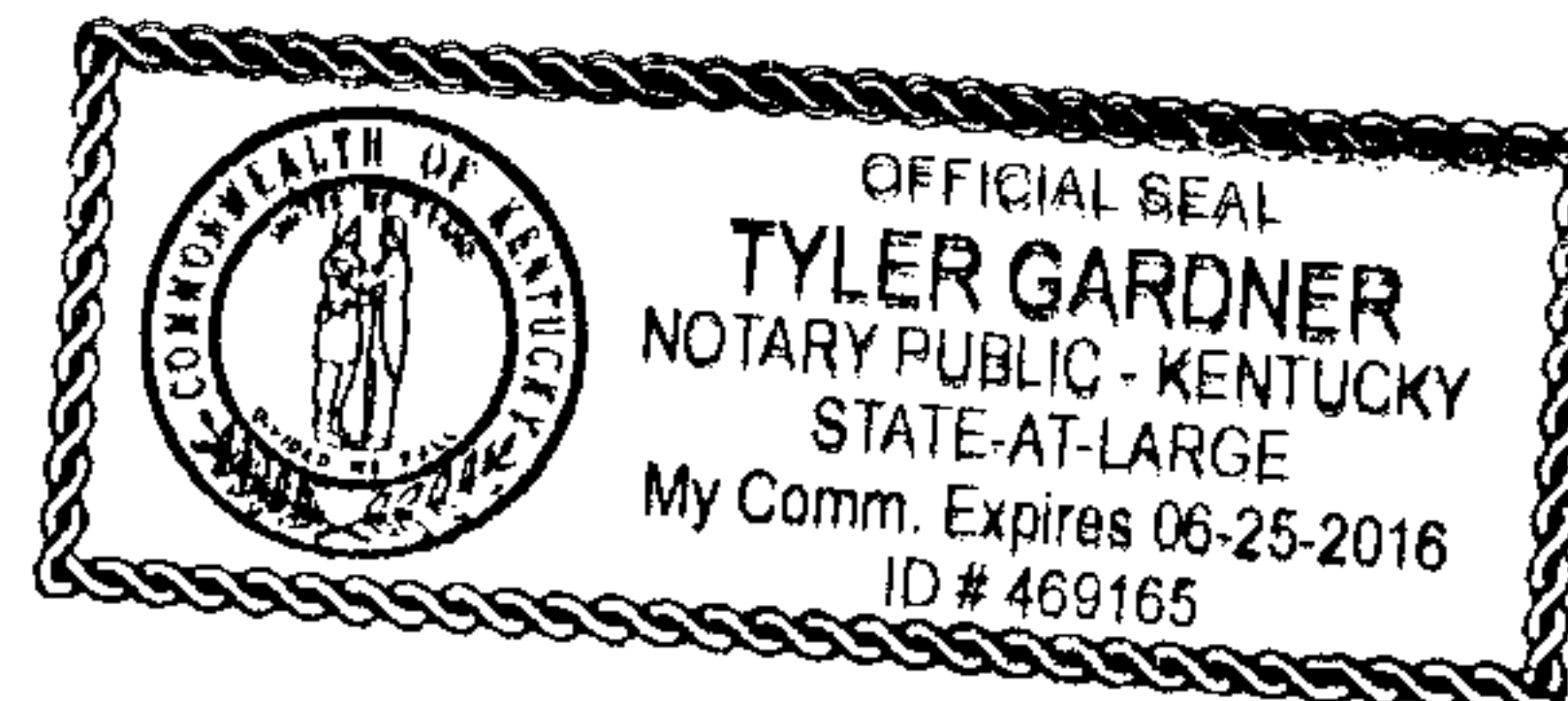
**STATE OF KENTUCKY
COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this December 24th, 2012
by **RACHEL FULKS**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,
a Authorized Agent, on behalf of said entity.

Tyler Gardner
Notary Public

Printed Name: Tyler Gardner

My commission expires: 06-25-2016



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



In Witness Whereof, I have executed this Agreement.

Reginald L. Rozell (Seal)
Borrower
REGINALD LEE ROZELL
12/10/12
Date

Penny Rozell (Seal)
Borrower
PENNY ROZELL
12/10/12
Date

____ (Seal)
Borrower

____ (Seal)
Borrower

Date

Date

____ (Seal)
Borrower

____ (Seal)
Borrower

Date

Date

____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
____ Montgomery County)

I, Lyndie Watson hereby certify that Reginald Lee Rozell, Penny Rozell
REGINALD LEE ROZELL, PENNY ROZELL 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 10th day of December, 20 12.



Notary - Lyndie Watson
(Style of Officer)

ROZELL
46381506
AL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT