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01/08/2015 09:12:41 AM
MORTAMEN 1/6

This Document Prepared By:
LUCAS CALLOWAY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7777

When recorded mail to: #:9154258
First American Title 
Loss Mitigation Title Services 12106 1
P O Box 27670
Santa Ana, CA 92799
RE: RATCLIFF - PROPERTY REPORT

Source of Title: INSTRUMENT NO. 20130206000053010
Tax/Parcel No. 235150004039000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$127,546.00 **FHA/VA Case No.:703 011-7587446**
Unpaid Principal Amount: \$124,186.64 **Loan No: 6800663538**
New Principal Amount \$90,759.45
New Money (Cap): \$3,828.80

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **3RD** day of **DECEMBER, 2014**, between **FALENCIA A RATCLIFF AN UNMARRIED WOMAN** ("Borrower") whose address is **244 JASMINE DR, ALABASTER, ALABAMA 35007** 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 31, 2013** and recorded on **FEBRUARY 6, 2013** in **INSTRUMENT NO. 20130206000053020**, 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

244 JASMINE DR, ALABASTER, ALABAMA 35007
(Property Address)

the real property described being set forth as follows:

LOT 39, ACCORDING TO THE REVISED MAP OF THE MEADOWS, PLAT 2, AS RECORDED IN MAP BOOK 20, PAGE 26, SHELBY COUNTY, ALABAMA. SUBJECT TO: BUILDING AND SETBACK LINES, RESTRICTIONS, COVENANTS AND CONDITIONS OF RECORD.

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, **DECEMBER 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$90,759.45**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$3,828.80** 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 **3.3750%**, from **DECEMBER 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **401.24**, beginning on the **1ST** day of **JANUARY, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.3750%** will remain in effect until principal and interest are paid in full. If on **DECEMBER 1, 2044** (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)

12-19-2014
Date

[Space Below This Line for Acknowledgments]

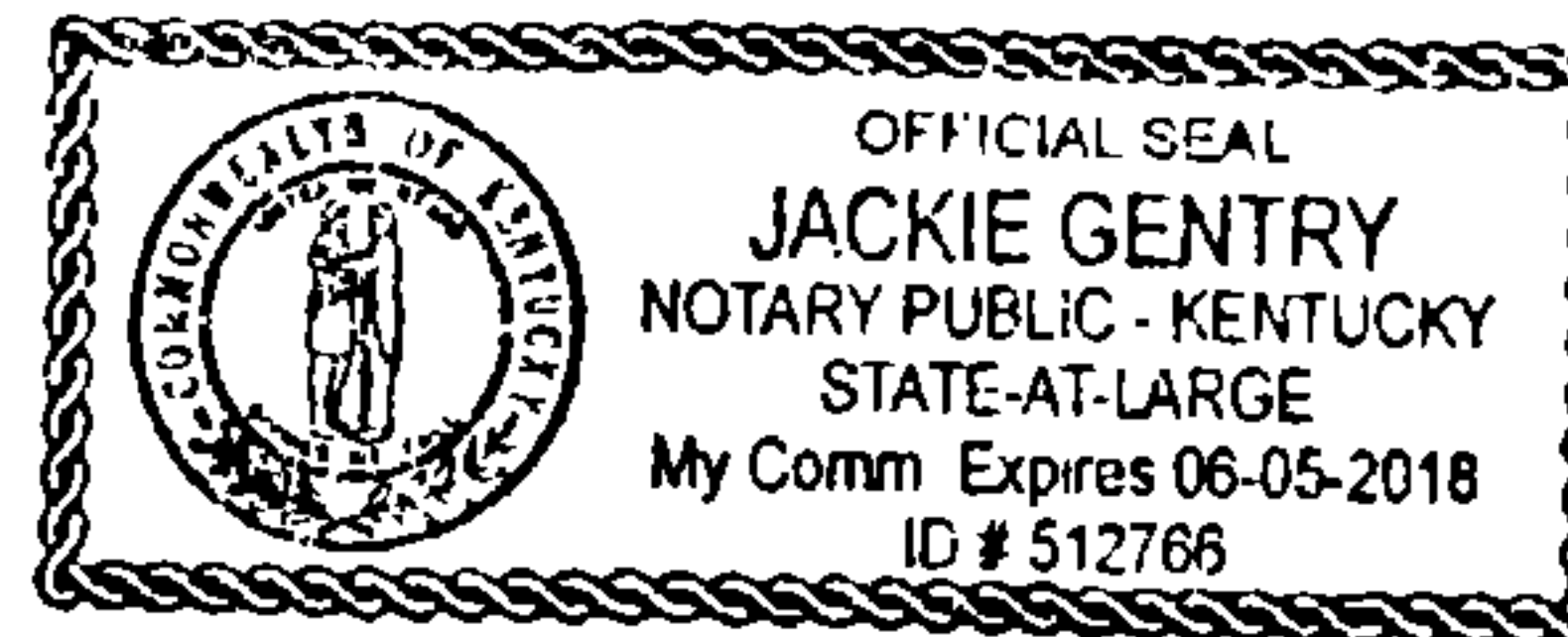
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 12-19-2014 by
JENNIFER MATTINGLY, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a National Banking Assoc., on behalf of said national association.

Jackie Gentry
Notary Public



Printed Name: Jackie Gentry

My commission expires: 6-5-2018

In Witness Whereof, I have executed this Agreement.

Valencia A Ratcliff
Borrower: FALENCIA A RATCLIFF

12/16/14

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

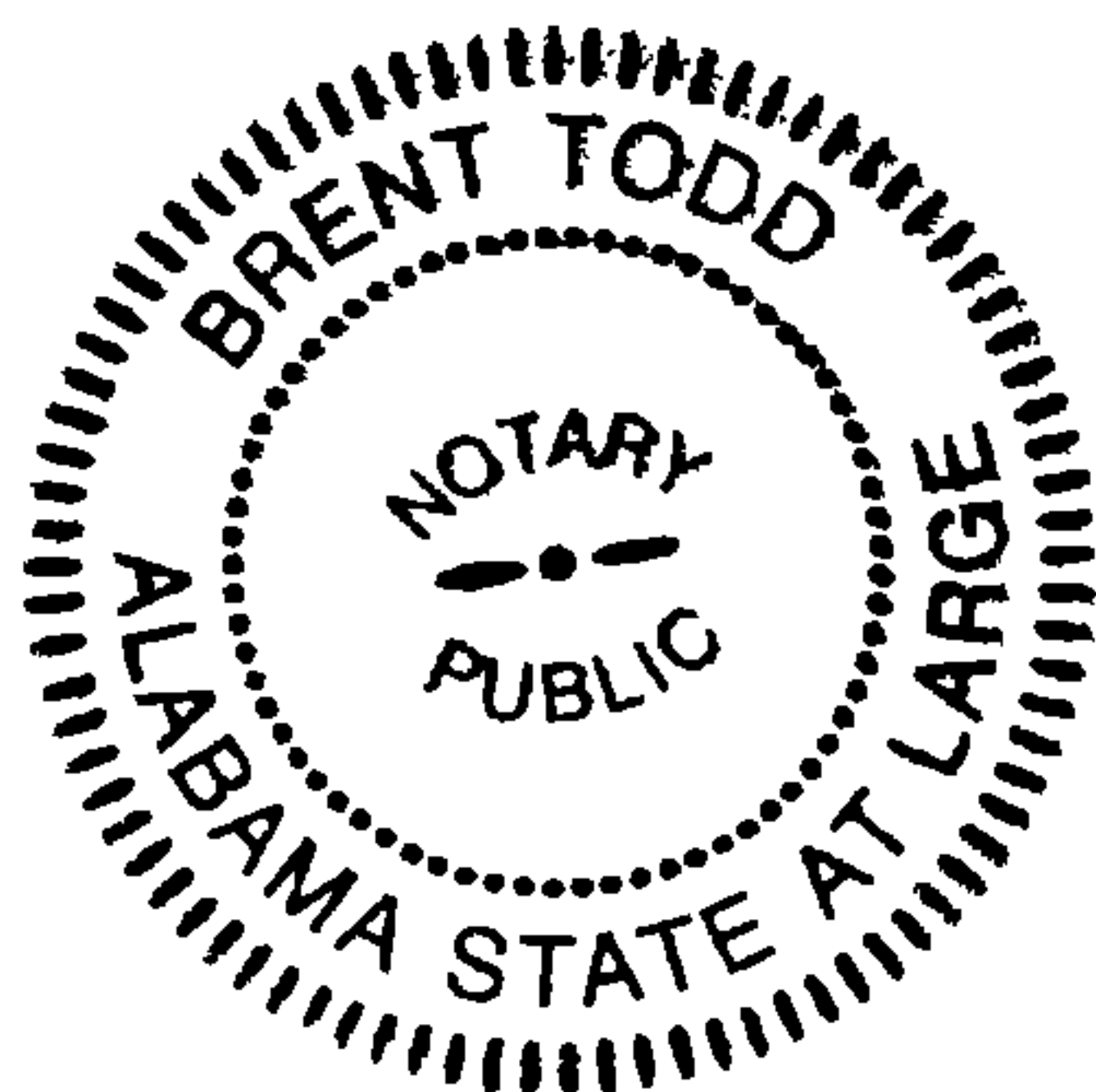
I, a Notary Public, hereby certify that FALENCIA A RATCLIFF AN UNMARRIED WOMAN whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 16th day of December, 20 14.

Brent Todd
Notary Public

Print Name Brent Todd

My commission expires: 4/17/16



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by FALENCIA RATCLIFF to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ALIANT BANK A DIVISION OF USAMERIBANK for \$127,546.00 and interest, dated JANUARY 31, 2013 and recorded on FEBRUARY 6, 2013 in INSTRUMENT NO. 20130206000053020. Mortgage tax paid: \$

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ALIANT BANK A DIVISION OF USAMERIBANK (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated and recorded on AUGUST 4, 2014 in INSTRUMENT NO. 20140804000241070.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/08/2015 09:12:41 AM
\$165.20 CHERRY
20150108000007990

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the County Clerk.