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03/30/2015 03:51:04 PM
MORTAMEN 1/7

This Document Prepared By:
CHRISTOPHER CARRICO
U.S. BANK N.A.
OWENSBORO, KY 42301
(800) 365-7777

~~When recorded mail to:~~ #:9332347
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: MILLER - PROPERTY REPORT

Source of Title: INSTRUMENT NO. 20111206000367990
Tax/Parcel No. 137261003056000

[Space Above This Line for Recording Data]	
Original Principal Amount: \$139,959.00	FHA\VA Case No.: 703 011-7264465
Unpaid Principal Amount: \$133,080.35	Loan No: 6850353086
New Principal Amount \$137,976.93	
New Money (Cap): \$4,896.58	

49855012

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 18TH day of FEBRUARY, 2015, between EMILY P. MILLER AND LANCE MILLER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ("Borrower"), whose address is 100 KING CHARLES WAY, 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"), dated NOVEMBER 23, 2011 and recorded on DECEMBER 6, 2011 in INSTRUMENT NO. 20111206000367980, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$139,959.00, 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

100 KING CHARLES WAY, ALABASTER, ALABAMA 35007

the real property described is located in **SHELBY COUNTY, ALABAMA** and 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, **MARCH 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$137,976.93**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$4,896.58** 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 **4.1250%**, from **MARCH 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$668.70**, beginning on the **1ST** day of **APRIL, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2045** (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.

In Witness Whereof, I have executed this Agreement.

Emily P Miller
Borrower: EMILY P MILLER

3/7/15
Date

[Signature]
Borrower: LANCE MILLER

03/07/15
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 **EMILY P. MILLER AND LANCE MILLER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** 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 7 day of March, 2015.

[Signature]
Notary Public

Print Name Myranda Kaye Pitt

My commission expires: 09/09/2017



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

Rachel Fulks

By Rachel Fulks
Mortgage Document Officer

(print name)
(title)

3-11-15

Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

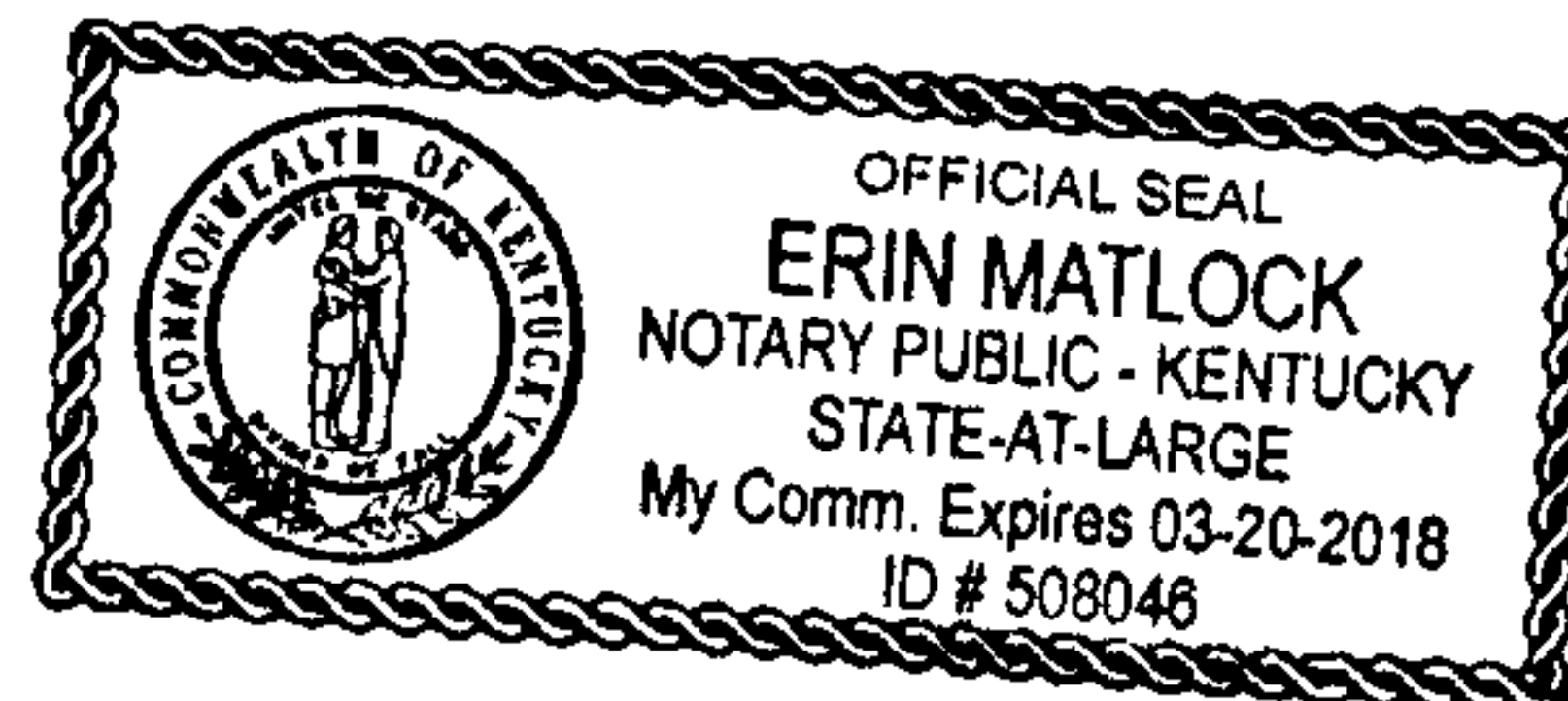
STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 3-11-15 by
RACHEL FULKS, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,
a NATIONAL BANKING ASSOC, on behalf of said national association.

Erin Matlock

Notary Public



Printed Name: Erin Matlock

My commission expires: 3-20-18

EXHIBIT A

BORROWER(S): EMILY P. MILLER AND LANCE MILLER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP



LOAN NUMBER: 6850353086

LEGAL DESCRIPTION:

LOT 25, ACCORDING TO THE SURVEY OF SPRING GATE ESTATES, PHASE TWO, AS RECORDED IN MAP BOOK 20, PAGE 120, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THIS CONVEYANCE IS MADE SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY WHICH APPEAR OF RECORD AND AFFECT THE ABOVE-DESCRIBED PROPERTY. TOGETHER WITH APPURTENANCES THEREUNTO PERTAINING.

ALSO KNOWN AS: 100 KING CHARLES WAY, ALABASTER, ALABAMA 35007

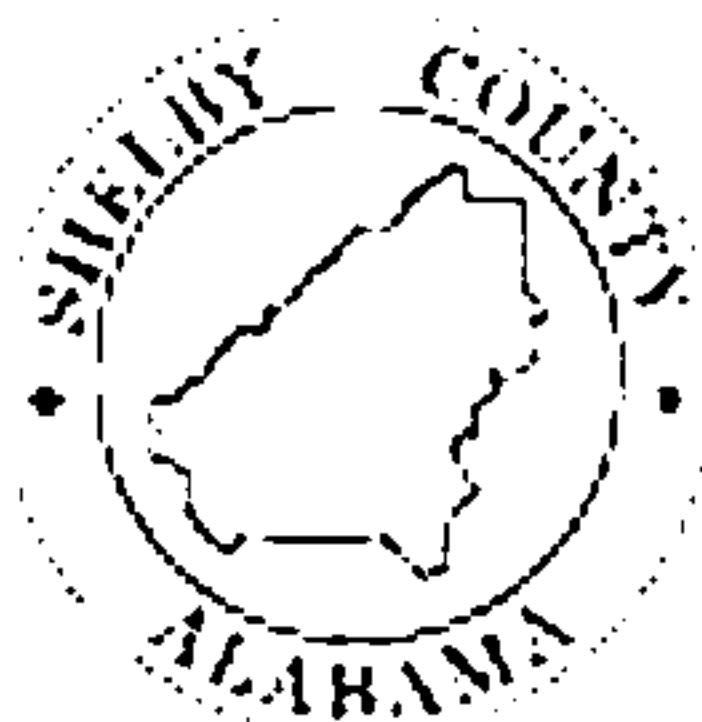
*WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*

 **MILLER**
49855012 **AL**
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **EMILY P. MILLER AND LANCE MILLER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HAMILTON MORTGAGE CORPORATION, A CORPORATION** for \$139,959.00 and interest, dated **NOVEMBER 23, 2011** and recorded on **DECEMBER 6, 2011** in **INSTRUMENT NO. 20111206000367980**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR HAMILTON MORTGAGE CORPORATION** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **AUGUST 5, 2013** in **INSTRUMENT NO. 20130805000317520**.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/30/2015 03:51:04 PM
\$239.00 CHERRY
20150330000100070

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