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04/28/2015 03:16:03 PM  
MORTAMEN 1/7

This Document Prepared By:  
**MELISSA ALLEN**  
**U.S. BANK N.A.**  
**OWENSBORO, KY 42301**  
**(800) 365-7772**

~~When recorded mail to:~~ #:9692279

First American Title   
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: BURNETT - MOD REC SVC

Source of title: INSTRUMENT NO. 20030404000202370

Tax/Parcel No. 138341003012000

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Original Principal Amount: \$167,400.00

FHA\VA Case No.:703 011-5786882

Unpaid Principal Amount: \$161,043.10

Loan No: 6850064327

New Principal Amount \$173,581.04

New Money (Cap): \$12,537.94

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 1ST day of MARCH, 2012, between **JEFFERY T BURNETT AND, ERIKA L BURNETT HUSBAND AND WIFE** ("Borrower"), whose address is **808 COLONIAL 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"), dated **FEBRUARY 26, 2008** and recorded on **MARCH 14, 2008** in **INSTRUMENT NO. 20080314000106000, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. **\$167,400.00**, 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 **808 COLONIAL DR, ALABASTER, ALABAMA 35007**

the real property described is located in **SHELBY COUNTY, ALABAMA** and being set forth as follows:

**LOT 66 ACCORDING TO THE SURVEY OF VALLEY FORGE, AS RECORDED IN MAP BOOK 6, PAGE 60, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**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, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$173,581.04**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$12,537.94** 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 **4.7500%**, from **MARCH 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$905.48**, beginning on the **1ST** day of **APRIL, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2042** (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.

 **BURNETT**  
**49964487**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  


**AL**

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

In Witness Whereof, I have executed this Agreement.

[Signature]  
Borrower: **JEFFERY T BURNETT**

3/20/15  
Date

[Signature]  
Borrower: **ERIKA L BURNETT**

3/20/15  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

The State of **ALABAMA** )  
Shelby County )

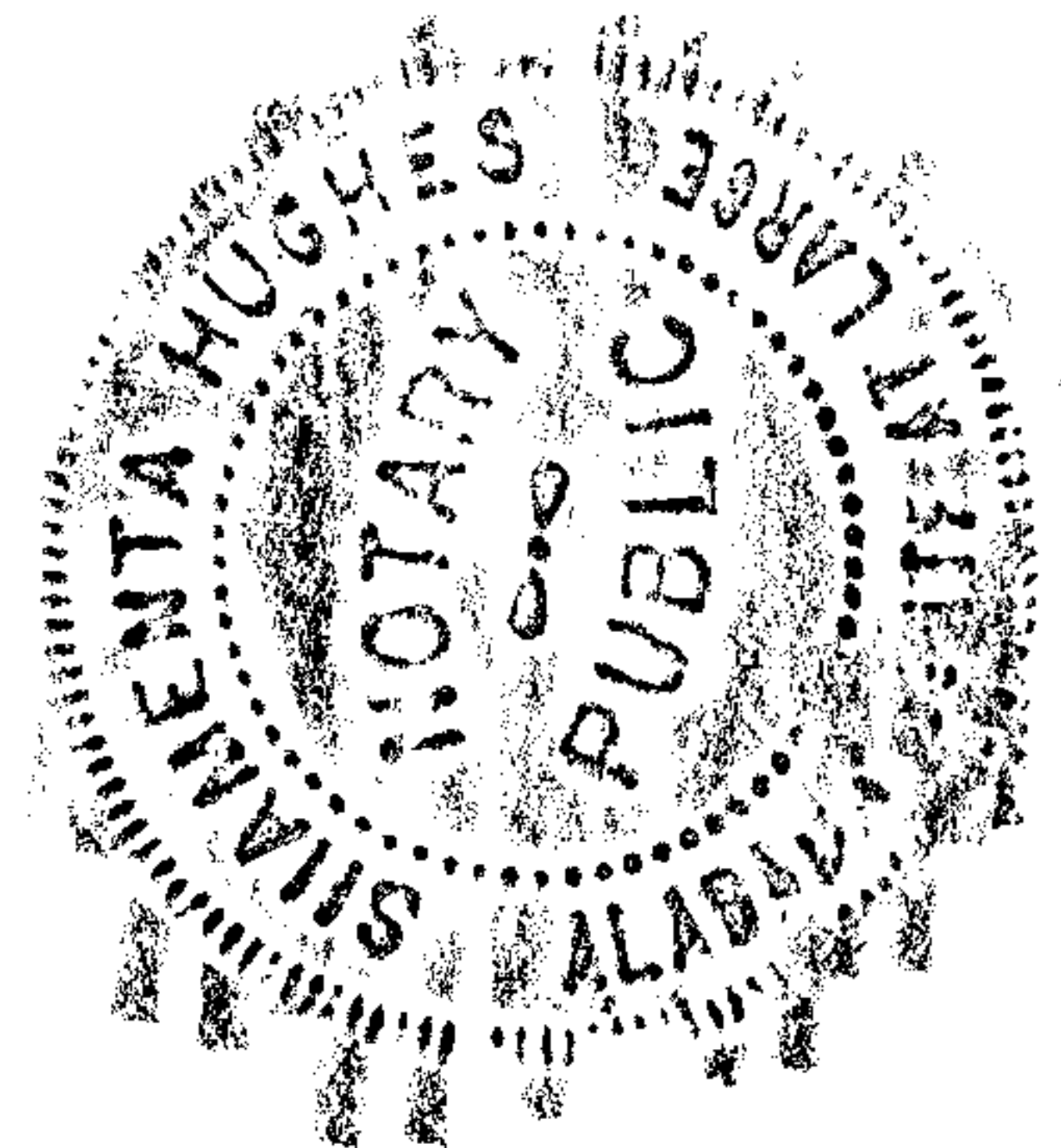
I, a Notary Public, hereby certify that **JEFFERY T BURNETT AND, ERIKA L BURNETT HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of 03, 20 15.

[Signature]  
Notary Public

Print Name Shametta Hughes

My commission expires: 09-05-16





In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Jennifer Mattingly  
Mortgage Document Officer

(print name)  
(title)

04/06/2015  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

**STATE OF KENTUCKY**

**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> OF APRIL 2015 by  
JENNIFER MATTINGLY, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,  
a National Banking Assoc on behalf of said national association.

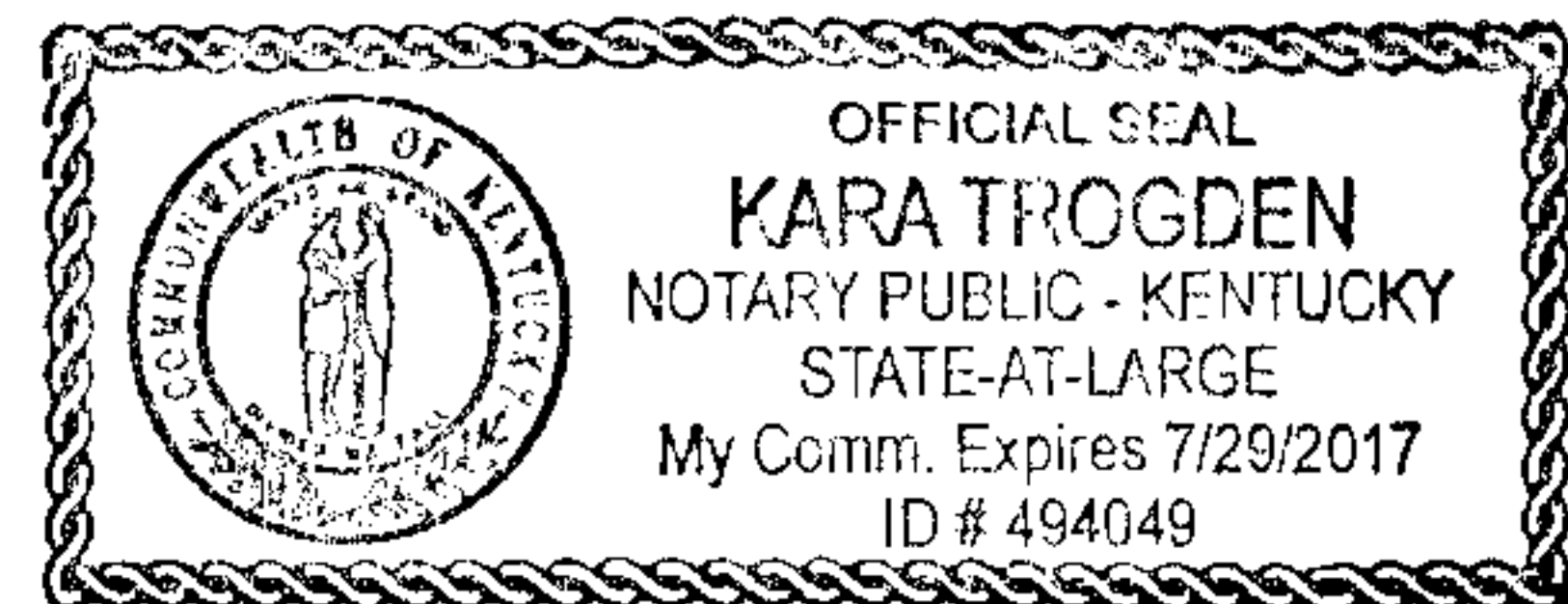
Kara Trogden  
Notary Public

Printed Name:

Kara Trogden

My commission expires:

07/29/2017



**EXHIBIT B**  
**MORTGAGE SCHEDULE**

Mortgage made by **JEFFERY T. BURNETT AND ERIKA L. BURNETT, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR BEACH FIRST NATIONAL BANK** for **\$167,400.00** and interest, dated **FEBRUARY 26, 2008** and recorded on **MARCH 14, 2008** in **INSTRUMENT NO. 20080314000106000**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, IN** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **APRIL 29, 2013** in **INSTRUMENT NO. 20130429000174030**.

### Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between U.S. BANK N.A. (the "Lender") and **JEFFERY T BURNETT AND, ERIKA L BURNETT HUSBAND AND WIFE** (the "Borrower") dated **MARCH 1, 2012** (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Lender Signature

By:

Title:

04/06/2015  
Date

Borrower: **JEFFERY T BURNETT**

3/30/15  
Date

Borrower: **ERIKA L BURNETT**

3/30/15  
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date



A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the official stamp.