

20150511000153750  
05/11/2015 09:11:15 AM  
MORTAMEN 1/7

This Document Prepared By:  
**LUCAS CALLOWAY**  
**U.S. BANK N.A.**  
**OWENSBORO, KY 42301**

~~When recorded mail to: #9381092~~  
First American Title   
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: HELMS - PROPERTY REPORT

Source of Title: INSTRUMENT NO. 20120425000141860  
Tax/Parcel No. 227352004004000

[Space Above This Line for Recording Data]	
Original Principal Amount: \$151,070.00	FHA\VA Case No.:703 011-7353621
Unpaid Principal Amount: \$144,494.39	Loan No: 6850392904
New Principal Amount \$147,691.21	
New Money (Cap): \$3,196.82	

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

This Loan Modification Agreement ("Agreement"), made this 24TH day of MARCH, 2015, between **NATHAN D HELMS A MARRIED MAN** ("Borrower"), whose address is **295 WATERFORD COVE TRAIL, CALERA, ALABAMA 35040** 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 **APRIL 20, 2012** and recorded on **APRIL 25, 2012** in **INSTRUMENT NO. 20120425000141870, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. \$151,070.00, 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 **295 WATERFORD COVE TRAIL, CALERA, ALABAMA 35040**

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, **APRIL 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$147,691.21**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$3,196.82** 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 **APRIL 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$715.79**, beginning on the **1ST** day of **MAY, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 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.

Nathan D Helms  
Borrower: NATHAN D HELMS

04/01/15  
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

The State of ALABAMA )  
Shelby County )

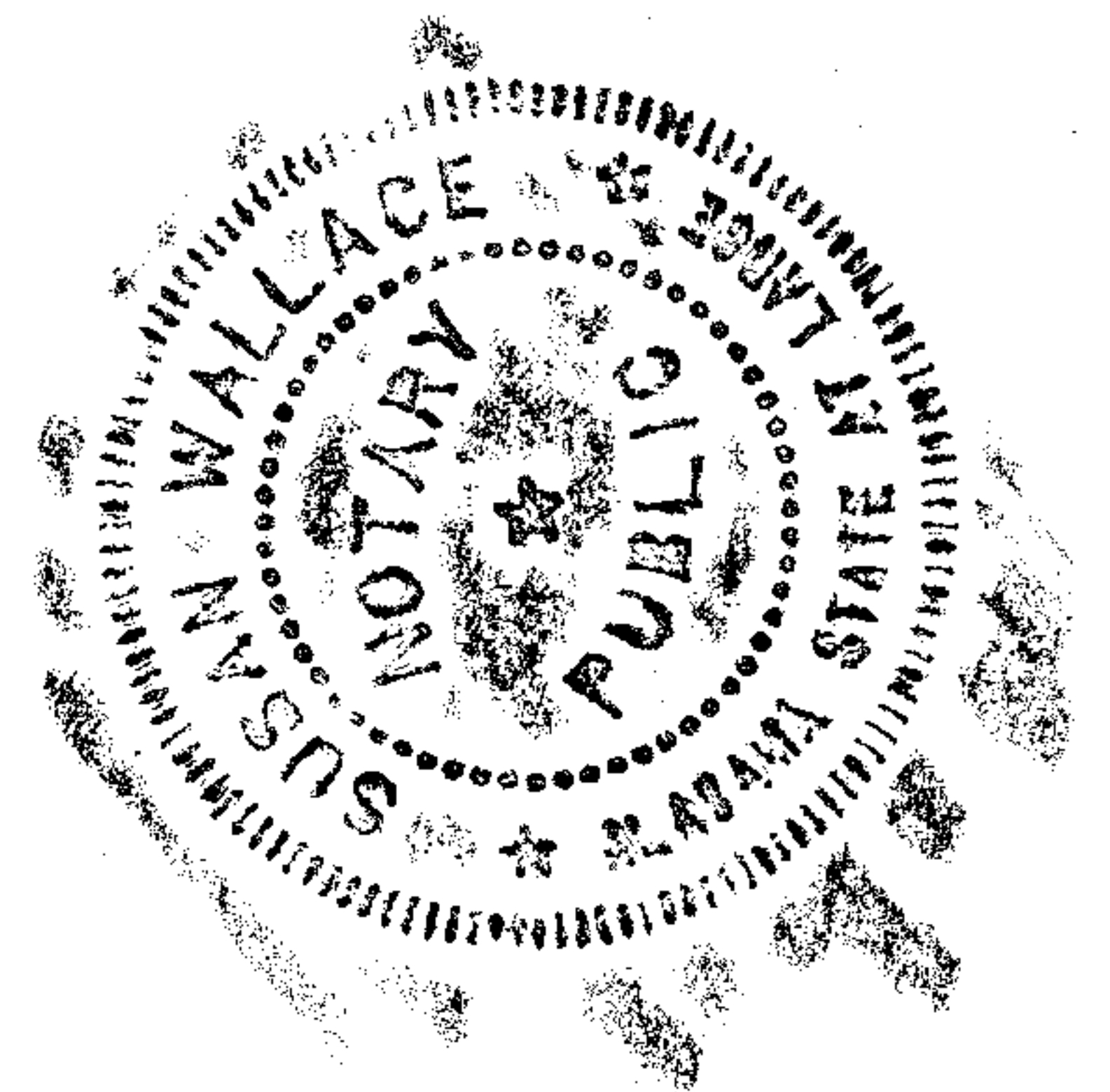
I, a Notary Public, hereby certify that NATHAN D HELMS A MARRIED MAN whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day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

Given under my hand this 1 day of April, 20 15.

Susan Wallace  
Notary Public

Print Name Susan Wallace

My commission expires: MY COMMISSION EXPIRES MAY 1, 2017





In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Jennifer Mattingly  
Mortgage Document Officer

(print name)  
(title)

4-14-2015  
Date

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

**LENDER ACKNOWLEDGMENT**

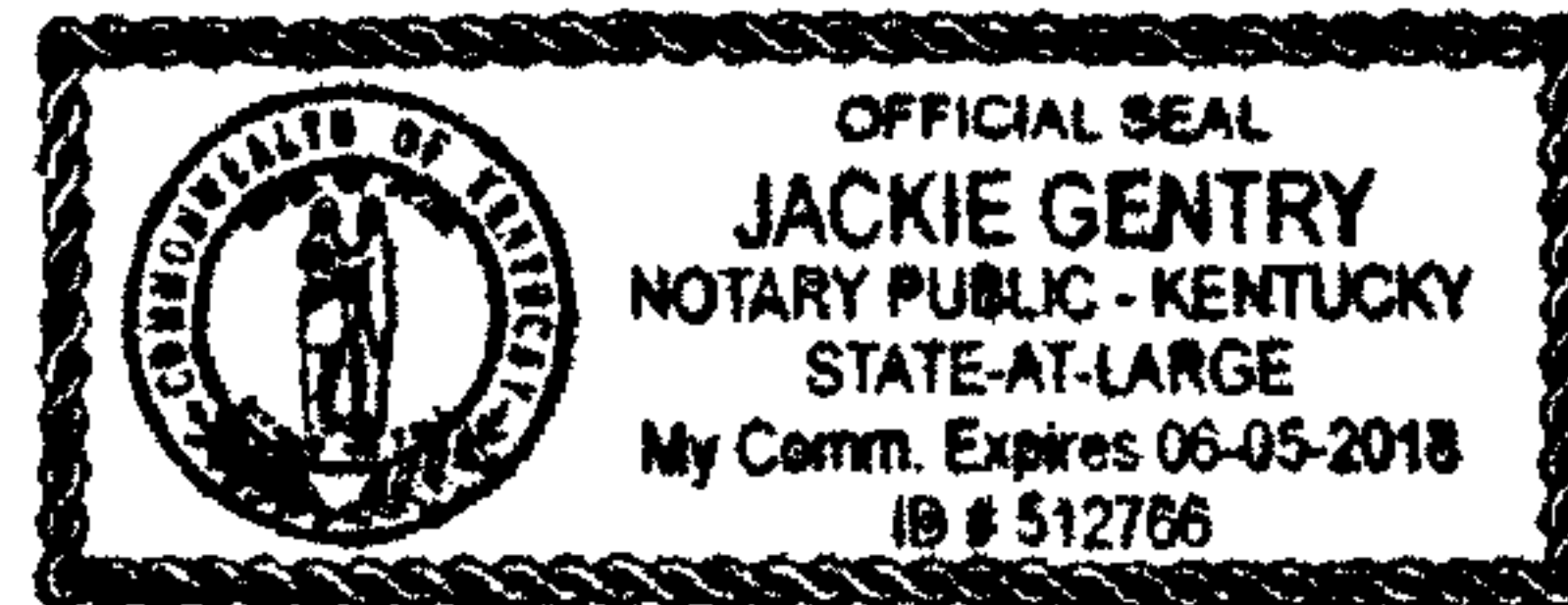
**STATE OF KENTUCKY**

**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 4-14-2015 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



**EXHIBIT A**

**BORROWER(S): NATHAN D HELMS A MARRIED MAN**

**LOAN NUMBER: 6850392904**

**LEGAL DESCRIPTION:**

LOT 590, ACCORDING TO THE SURVEY OF WATERFORD COVE, SECTOR 1, AS RECORDED IN MAP BOOK 28, PAGE 68, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO: 1. ANY ITEM DISCLOSED ON THAT CERTAIN POLICY OF TITLE INSURANCE OBTAINED IN CONNECTION WITH THIS TRANSACTION. 2. A 15 FOOT ALLEY, AS SHOWN ON RECORDED MAP. 3. AN 8 FOOT EASEMENT, AS SHOWN N RECORDED MAP. 4. RIGHT OF WAY TO SHELBY COUNTY, AS RECORDED IN DEED BOOK 240, PAGE 36. 5. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO AS RECORDED IN INSTRUMENT 1995, PAGE 1640 AND REAL 345, PAGE 744. 6. TERMS AND CONDITIONS, AS RECORDED IN INSTRUMENT 1995, PAGE 1640. 7. RELEASE OF DAMAGES, AS SET FORTH IN INSTRUMENT 1995, PAGE 1640 AND REAL 345, PAGE 744. 8. ARTICLES OF WATERFORD HOMEOWNERS ASSOCIATION, AS RECORDED IN INSTRUMENT 2001, PAGE 12817. 9. 8 FOOT EASEMENT ON THE FRONT RESERVED FROM WATERFORD TRAIL. 10. ARTICLES OF ORGANIZATION OF WATERFORD, LLC, AS RECORDED IN INSTRUMENT #1999-49065. 11. RESTRICTIVE COVENANTS AS RECORDED IN INSTRUMENT 2001-12818. 12. DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS, AS RECORDED IN INSTRUMENT 2000, PAGE 40215 AND AMENDED IN INSTRUMENT 2001-12819. 13. RESTRICTIVE COVENANTS AS RECORDED IN INSTRUMENT 2001-25860. 14. ALL OUTSTANDING RIGHTS OF REDEMPTION IN FAVOR OF ALL PERSONS ENTITLED TO REDEEM THE PROPERTY FROM THAT CERTAIN MORTGAGE FORECLOSURE SALE EVIDENCED BY MORTGAGE FORECLOSURE DEED RECORDED IN INSTRUMENT NUMBER 20110708000198230, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**ALSO KNOWN AS: 295 WATERFORD COVE TRAIL, CALERA, ALABAMA 35040**

 **HELMS  
49983067**

**AL**

**FIRST AMERICAN ELS  
MODIFICATION AGREEMENT**



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

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7/7

**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by NATHAN HELMS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS A NOMINEE FOR HAMILTON MORTGAGE CORPORATION, A CORPORATION IS ORGANIZED AND EXISTING UNDER THE LAWS OF ALABAMA

for \$151,070.00 and interest, dated APRIL 20, 2012 and recorded on APRIL 25, 2012 in INSTRUMENT NO. 20120425000141870. Mortgage tax paid: \$

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR HAMILTON MORTGAGE CORPORATION, A CORPORATION (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated and recorded on OCTOBER 7, 2013 in INSTRUMENT NO. 20131007000402080.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
05/11/2015 09:11:15 AM  
\$253.55 CHERRY  
20150511000153750

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