

20150526000171660
05/26/2015 09:27:12 AM
MORTAMEN 1/6

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

This Document Prepared By:
ANGELA EVERLY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

~~When Recorded mail to:~~ #:9381130
I First American Title 
Loss Mitigation Title Services 12106.1
I P.O. Box 27670
Santa Ana, CA 92799
RE: CARGLE - PROPERTY REPORT

Source of Title: INSTRUMENT NO. 20120503000153550

Tax/Parcel No. 23 7 35 0 006 035.000

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Original Principal Amount: \$206,040.00

FHA\VA Case No.:703 011-7377243

Unpaid Principal Amount: \$183,241.72

Loan No: 6800539949

New Principal Amount \$181,442.41

New Money (Cap): \$7,555.40

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 19TH day of MARCH, 2015, between EDWARD C CARGLE, MARY L CARGLE HUSBAND AND WIFE ("Borrower") whose address is 3020 HIDDEN FOREST COVE, MONTEVALLO, ALABAMA 35115 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 APRIL 23, 2012 and recorded on MAY 3, 2012 in INSTRUMENT NO. 20120503000153560, 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

3020 HIDDEN FOREST COVE, MONTEVALLO, ALABAMA 35115

(Property Address)

the real property described being set forth as follows:

LOT 35, ACCORDING TO THE SURVEY OF HIDDEN FOREST, AS RECORDED IN MAP BOOK 35, PAGE 117, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE


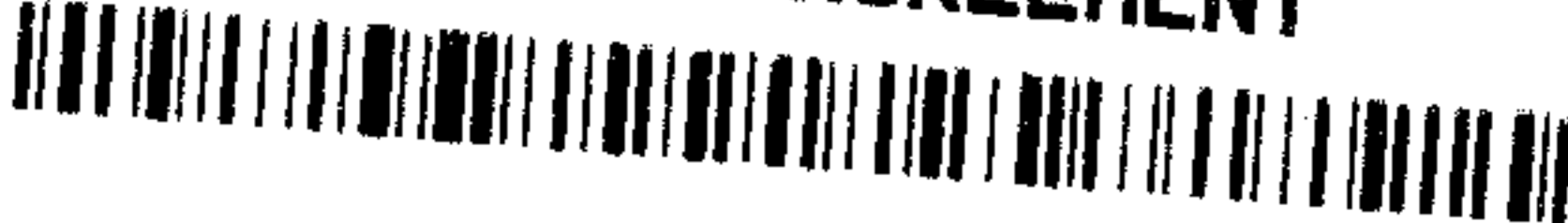
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **APRIL 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$181,442.41**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$7,555.40** 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 **APRIL 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 802.15**, 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. The yearly rate of **3.3750%** will remain in effect until principal and interest are paid in full. If on **APRIL 1, 2045** (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.

 CARGLE
50030584
AL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


In Witness Whereof, I have executed this Agreement.

Edward C Cargle
Borrower: EDWARD C CARGLE

4/22/15

Date

Mary L. Cargle
Borrower: MARY L CARGLE

4/24/15

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 **EDWARD C CARGLE, MARY L CARGLE 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 22nd day of April, 2015.

Kelly B. Furgerson
Notary Public

Print Name

Kelly B. Furgerson

My commission expires:

10/21/18

KELLY B. FURGERSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
October 21, 2018

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

Rachel Fulks

By Rachel Fulks

(print name)

Mortgage Document Officer

(title)

4-23-2015

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

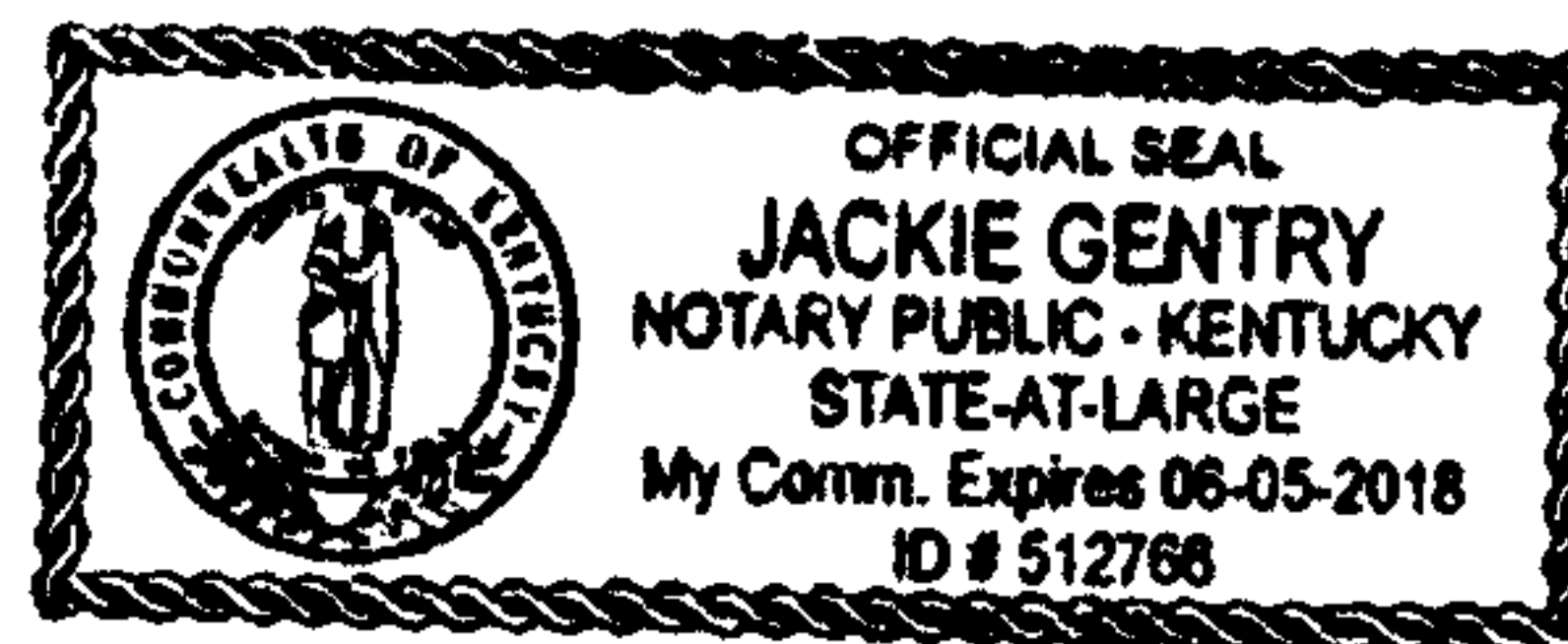
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this *4-23-2015* by
Rachel Fulks, 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*

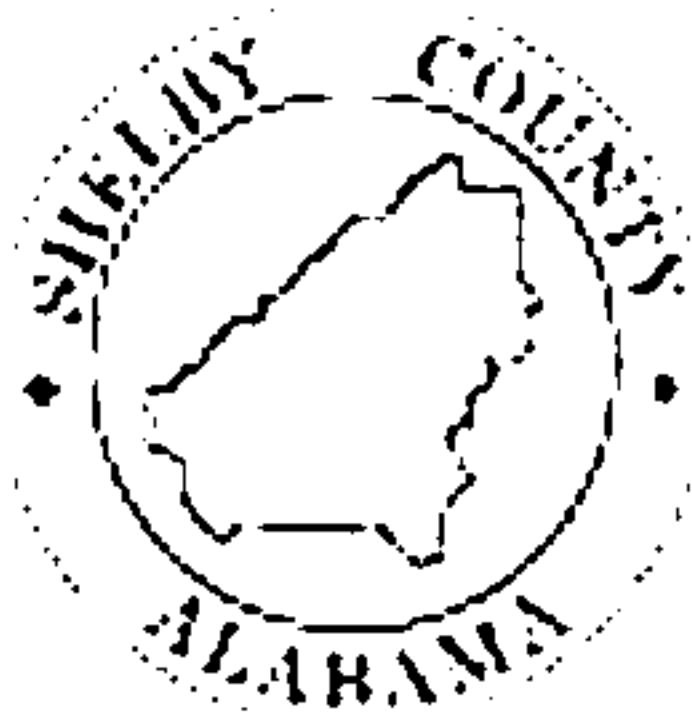
My commission expires: *6-5-2018*



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **EDWARD C. CARGLE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR IBERIABANK MORTGAGE COMPANY, AN ARKANSAS CORPORATION** for \$206,040.00 and interest, dated **APRIL 23, 2012** and recorded on **MAY 3, 2012** in **INSTRUMENT NO. 20120503000153560**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR IBERIABANK MORTGAGE COMPANY, AN ARKANSAS CORPORATION** (assignor), to **U.S. BANK, N.A.** (assignee), by assignment of mortgage dated and recorded on **AUGUST 1, 2014** in **INSTRUMENT NO. 20140801000237340**.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/26/2015 09:27:12 AM
\$303.95 CHERRY
20150526000171660

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