

20150708000230980
07/08/2015 03:49:03 PM
MORTAMEN 1/8

~~When recorded mail to: #9323656~~
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: LEVERETTE - PROPERTY REPORT

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

~~When Recorded Mail To:~~
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Source of Title: INSTRUMENT NO. 20110418000117730
Tax/Parcel No. 351022002061000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$112,152.00 **FHA\VA Case No.: 703 011-7058474**
Unpaid Principal Amount: \$107,362.87 **Loan No: 6850307396**
New Principal Amount \$85,137.95
New Money (Cap): \$9,983.94

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **5TH** day of **MAY, 2015**, between **ANTHONY LEVERETTE, AND AJANELLE LEVERETTE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE** ("Borrower") whose address is **516 ENCLAVE COURT, 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"), and Timely Payment Rewards Rider, if any, dated **APRIL 14, 2011** and recorded on **APRIL 18, 2011** in **INSTRUMENT NO. 20110418000117740**, 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

516 ENCLAVE COURT, CALERA, ALABAMA 35040
(Property Address)

the real property described 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, **MAY 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$85,137.95**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$9,983.94** 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 **4.0000%**, from **MAY 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 406.46**, beginning on the 1ST day of **JUNE, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full. If on **MAY 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Anthony Leverette
Borrower: ANTHONY LEVERETTE

5/18/2015
Date

Ajanelle Leverette
Borrower: AJANELLE LEVERETTE

05/18/2015
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 ANTHONY LEVERETTE, AND AJANELLE LEVERETTE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE 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 18 day of May, 20 15.

Connie B. Payton
Notary Public

Print Name Connie B. Payton

My commission expires: 10-1-16



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

Angela Evans 5-26-15
By ANGELA EVANS (print name) Date
Mortgage Document Officer (title)
[Space Below This Line for Acknowledgments]

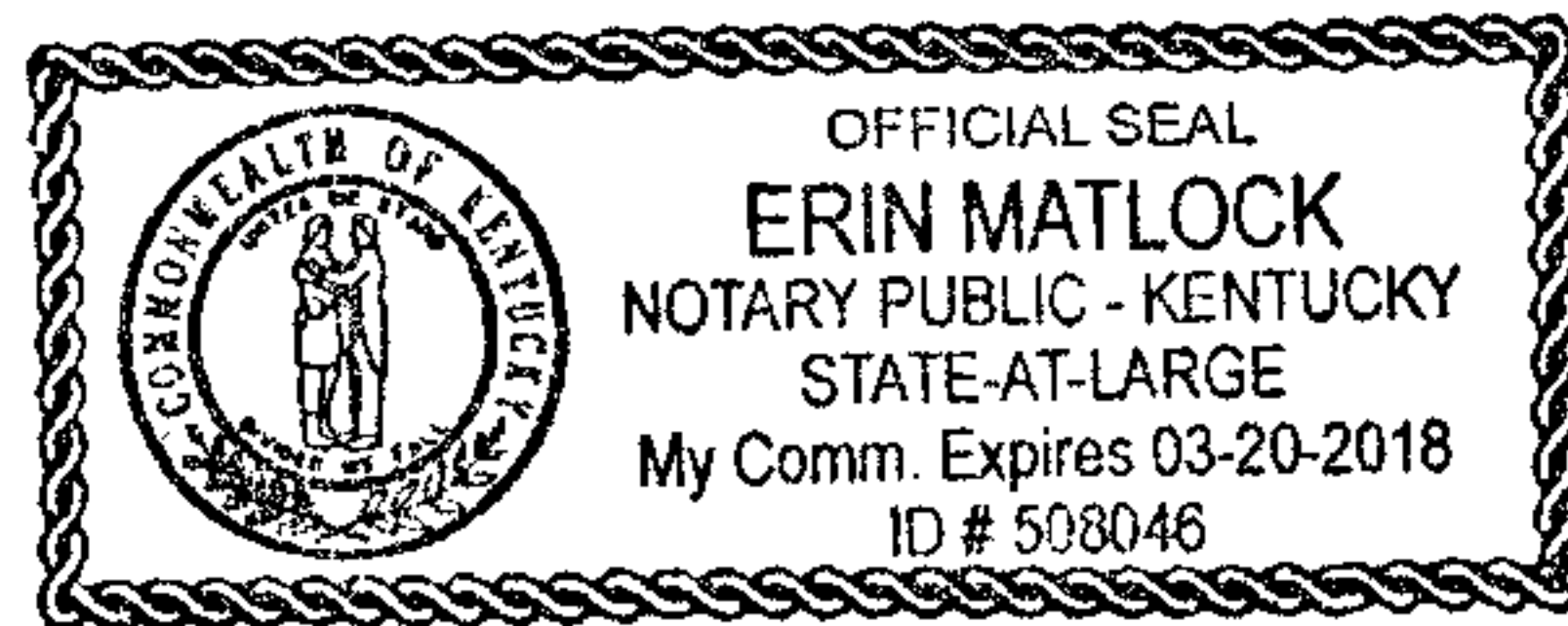
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 5-26-15 by
ANGELA EVANS, 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): ANTHONY LEVERETTE, AND AJANELLE LEVERETTE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE

LOAN NUMBER: 6850307396

LEGAL DESCRIPTION:

LOT 61, ACCORDING TO THE SURVEY OF THE ENCLAVE PHASE I, AS RECORDED IN MAP BOOK 38, PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO: EASEMENT AND HIGHWAY RIGHT OF WAY RECORDED IN VOLUME 197, PAGE 259, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BUILDING LINES, EASEMENTS AND RESTRICTIONS AS SHOWN BY RECORDED MAP; EASEMENT TO BELL SOUTH TELECOMMUNICATIONS, AS RECORDED IN INSTRUMENT 20060815000396460, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; DECLARATION OF PROTECTIVE COVENANTS OF THE ENCLAVE APPEARING OF RECORD IN INSTRUMENT 20061129000577080 AND AMENDED IN 20100303000062500 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT RECORDED IN INSTRUMENT 20070517000230970 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 516 ENCLAVE COURT, CALERA, ALABAMA 35040

 **LEVERETTE**
50187127 **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*

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **ANTHONY LEVERETTE AND AJANELLE LEVERETTE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HAMILTON MORTGAGE CORPORATION** for **\$112,152.00** and interest, dated **APRIL 14, 2011** and recorded on **APRIL 18, 2011** in **INSTRUMENT NO. 20110418000117740**. 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 **MAY 2, 2014** in **INSTRUMENT NO. 20140502000130140**.

Loan No. 6850307396
Investor Loan No. 703 011-7058474

MODIFICATION BANKRUPTCY RIDER

THIS MODIFICATION BANKRUPTCY RIDER, effective **MAY 5, 2015**, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **ANTHONY LEVERETTE, AND AJANELLE LEVERETTE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE** (the "Borrower") and **U.S. BANK N.A.** (the "Lender") covering the Property described in the Loan Modification Agreement and located at **516 ENCLAVE COURT, CALERA, ALABAMA 35040**.

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and the Lender covenant and agree as follows:



ANTHONY LEVERETTE (Seal)
-Borrower



AJANELLE LEVERETTE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/08/2015 03:49:03 PM
\$162.80 CHERRY
20150708000230980

