


20150730000262170
07/30/2015 03:50:44 PM
MORTAMEN 1/6

~~When recorded mail to: #9513969~~
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: FORD - PROPERTY REPORT

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

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

Source of Title: INSTRUMENT NO. 20040629000355650
Tax/Parcel #: 136131003015000

[Space Above This Line for Recording Data]	
Original Principal Amount: \$119,721.00	FHA/VA/RHS Case No.: 703 011-5300096
Unpaid Principal Amount: \$110,026.50	Loan No: 7892510556
New Principal Amount \$114,924.82	
New Money (Cap): \$4,898.32	

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **3RD** day of **JUNE, 2015**, between **MISTY ANN FORD UNMARRIED** ("Borrower"), whose address is **1166 YEAGER PARKWAY, PELHAM, ALABAMA 35124** 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 **JUNE 25, 2004** and recorded on **JUNE 29, 2004** in **INSTRUMENT NO. 20040629000355660, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of **U.S. \$119,721.00**, 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 **1166 YEAGER PARKWAY, PELHAM, ALABAMA 35124**

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

LOT 60, ACCORDING TO THE MAP AND SURVEY OF CALLOWAY COVE, PLAT NO. 1, AS RECORDED IN MAP BOOK 31 PAGE 67, 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, **JUNE 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$114,924.82**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$4,898.32** 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 **3.8750%**, from **JUNE 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$540.42**, beginning on the **1ST** day of **JULY, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 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.

 FORD
50317580
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
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*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.

Misty Ann Ford
Borrower: MISTY ANN FORD

6/29/15
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Montgomery County)

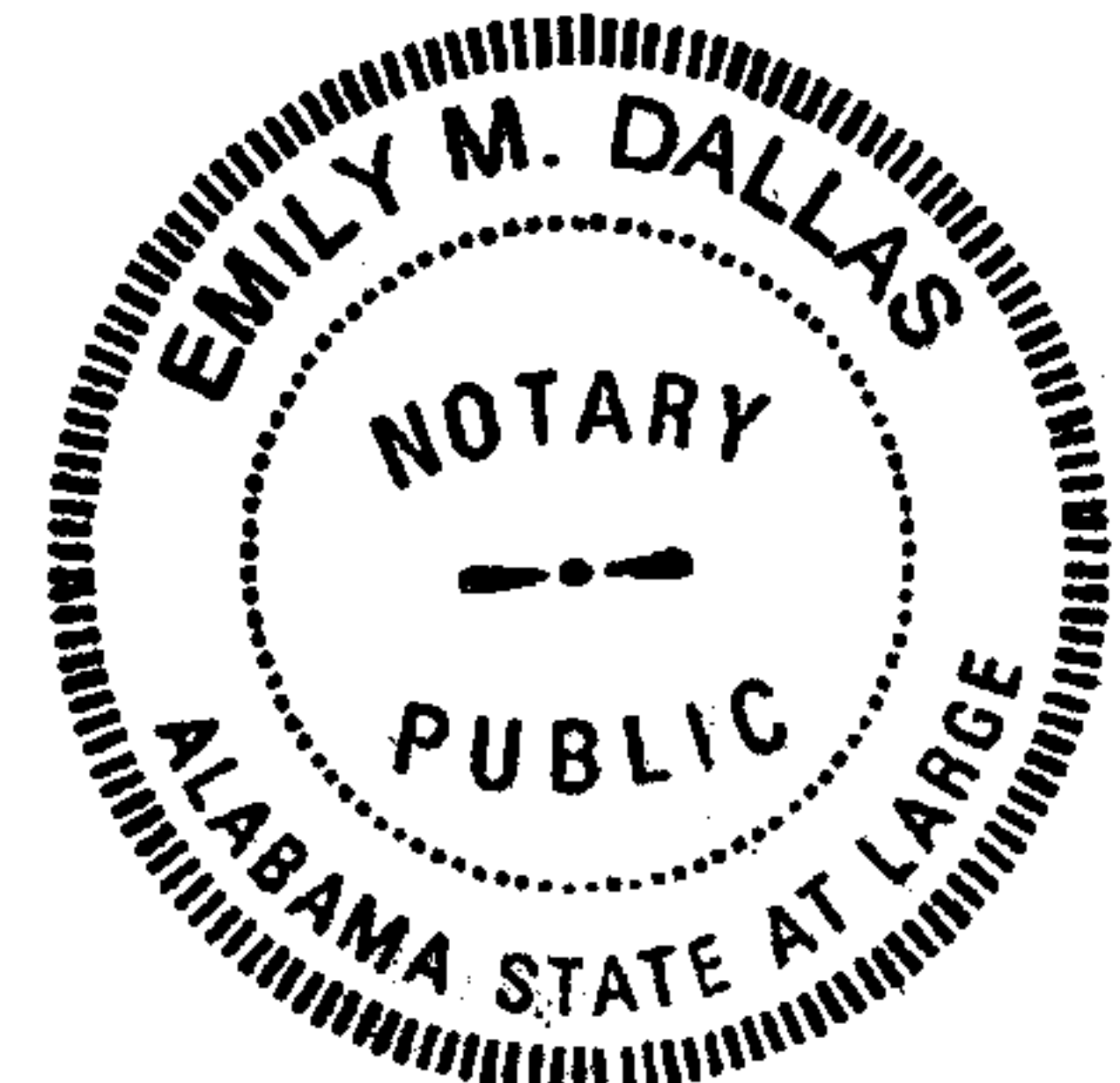
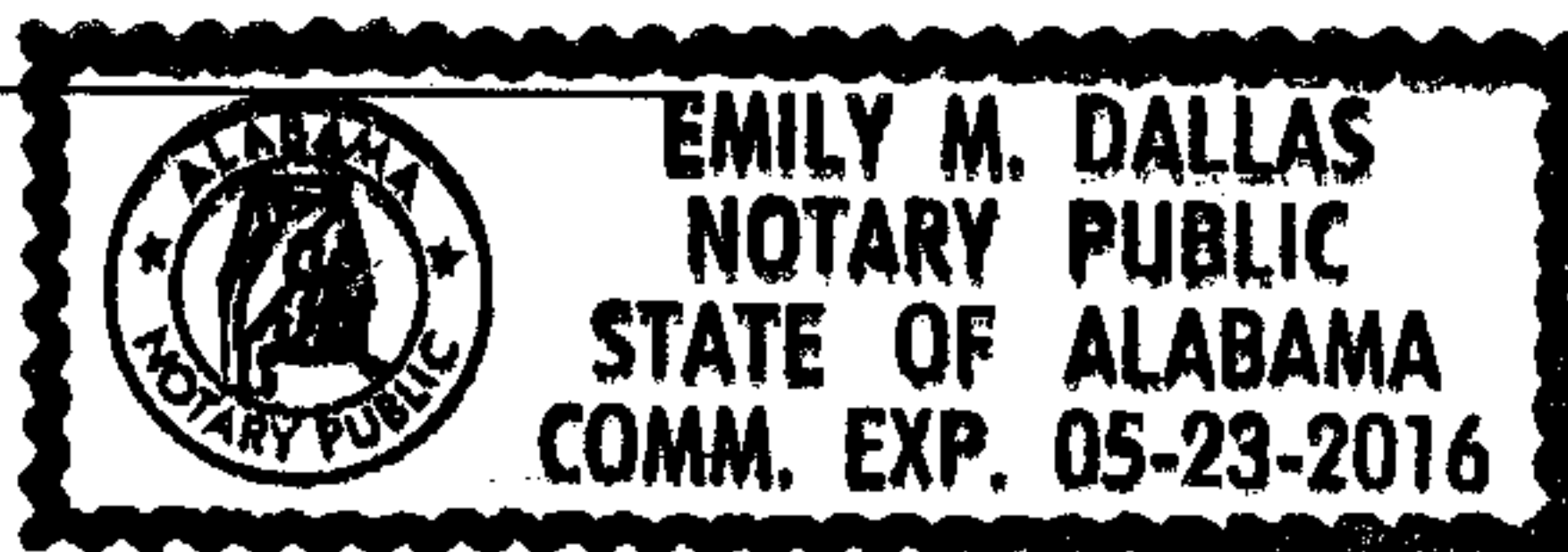
I, a Notary Public, hereby certify that **MISTY ANN FORD UNMARRIED** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 29th day of June, 2015.

Emily M. Dallas
Notary Public

Print Name Emily M. Dallas

My commission expires: _____



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Shanan Owen
Mortgage Document Officer

(print name)
(title)

07-02-15
Date

[Space Below This Line for Acknowledgments]

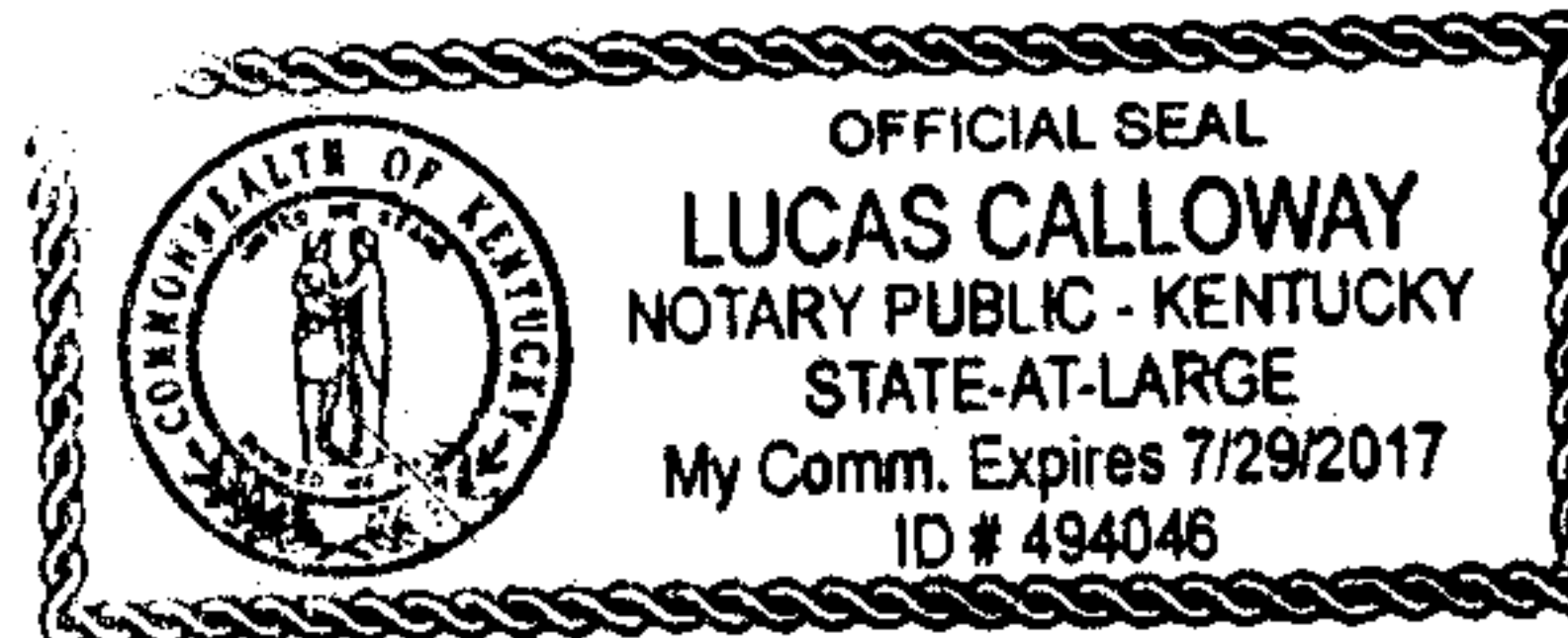
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 07-02-15 by
SHANAN OWEN, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a National Banking Assoc., on behalf of said national association.

Lucas Calloway
Notary Public



Printed Name: Lucas Calloway
My commission expires: 07/29/2017

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **MISTY ANN FORD** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HMSV-USB LENDING, LLC D.B.A. MORTGAGESOUTH**, IS **ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE** for \$119,721.00 and interest, dated **JUNE 25, 2004** and recorded on **JUNE 29, 2004** in **INSTRUMENT NO. 20040629000355660**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HMSV-USB LENDING, LLC, D.B.A. MORTGAGESOUTH** (assignor), to **U.S. BANK, N.A.** (assignee), by assignment of mortgage dated and recorded on **SEPTEMBER 18, 2014** in **INSTRUMENT NO. 20140918000293410**.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/30/2015 03:50:44 PM
\$201.50 CHERRY
20150730000262170

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