


20150921000330500
09/21/2015 03:58:18 PM
MORTAMEN 1/6

~~When recorded mail to:~~ #:9878619

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

This Document Prepared By:
MELISSA ALLEN
U.S. BANK N.A.
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. 1997-14555
Tax/Parcel #: 232101003029000

[Space Above This Line for Recording Data]	
Original Principal Amount: \$115,675.00	FHA/VA/RHS Case No.: 703 011-4346180
Unpaid Principal Amount: \$111,474.28	Loan No: 2985864848
New Principal Amount \$117,117.06	
New Money (Cap): \$5,642.78	

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 1ST day of MARCH, 2010, between JAMES B HOWARD AND, REBECCA C HOWARD HUSBAND AND WIFE ("Borrower"), whose address is 217 SHALIMAR CIRCLE, 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 JULY 2, 1998 and recorded on JULY 15, 1998 in INSTRUMENT NO. 1998-26787, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$115,675.00, 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
217 SHALIMAR CIRCLE, ALABASTER, ALABAMA 35007

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

LOT 29, ACCORDING TO THE MAP OF SHALIMAR POINT, AS RECORDED IN MAP BOOK 14, PAGE 105 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, 2010** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$117,117.06**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$5,642.78** 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 **5.5000%**, from **MARCH 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$719.20**, beginning on the **1ST** day of **APRIL, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2035** (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.

 HOWARD
50529896
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.

James B. Howard
Borrower: JAMES B HOWARD

8-21-15
Date

Rebecca C. Howard
Borrower: REBECCA C HOWARD

8-21-2015
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 **JAMES B HOWARD AND, REBECCA C HOWARD 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.

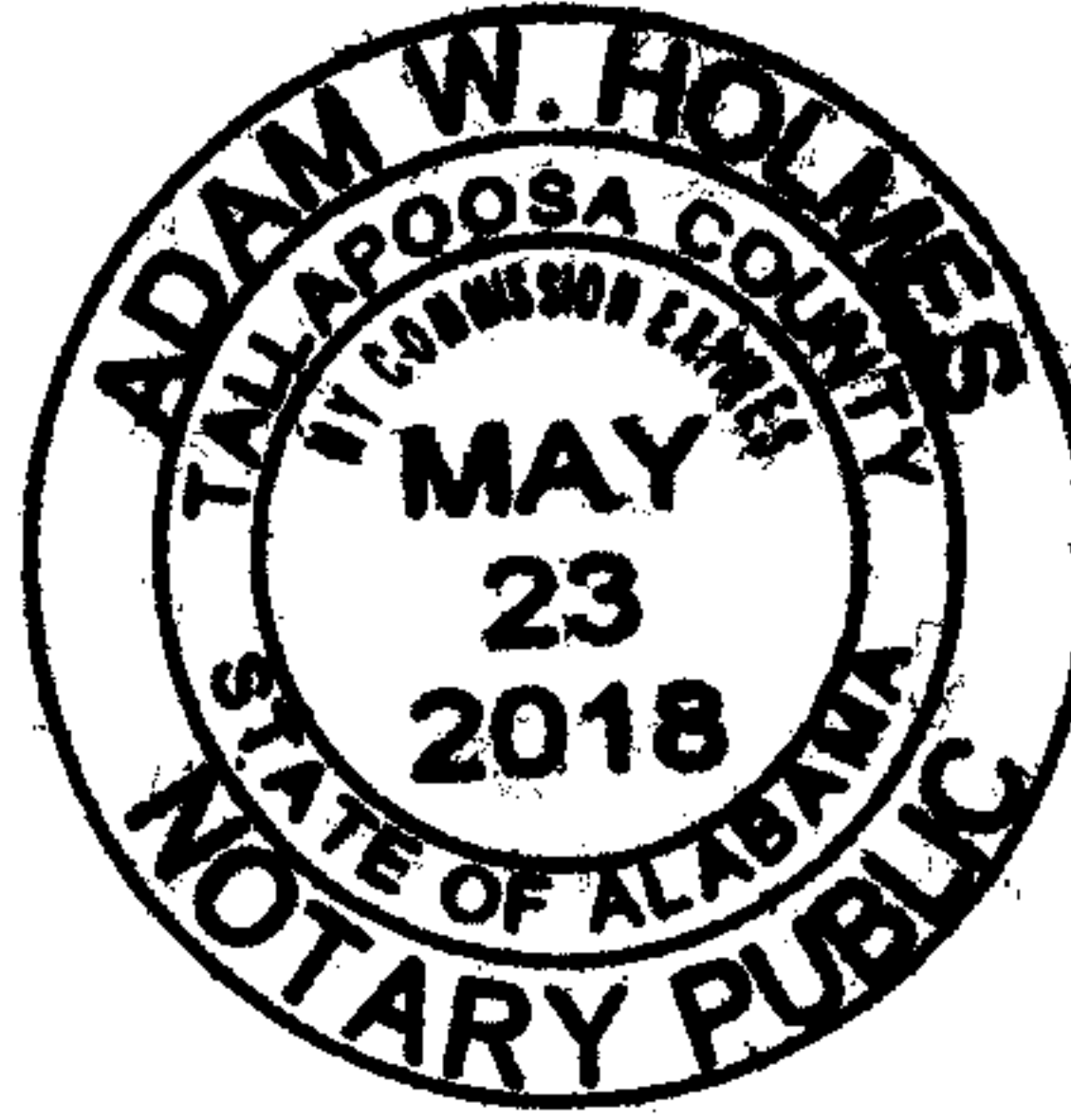
Given under my hand this 21 day of August, 2015.

Adam W. Holmes

Notary Public

Print Name Adam W. Holmes

My commission expires: 05-23-18



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By JENNIFER MATTINGLY
Mortgage Document Officer

(print name)
(title)

08/25/2015
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 25th OF August 2015 by
JENNIFER MATTINGLY, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a National Banking Assoc on behalf of said national association.

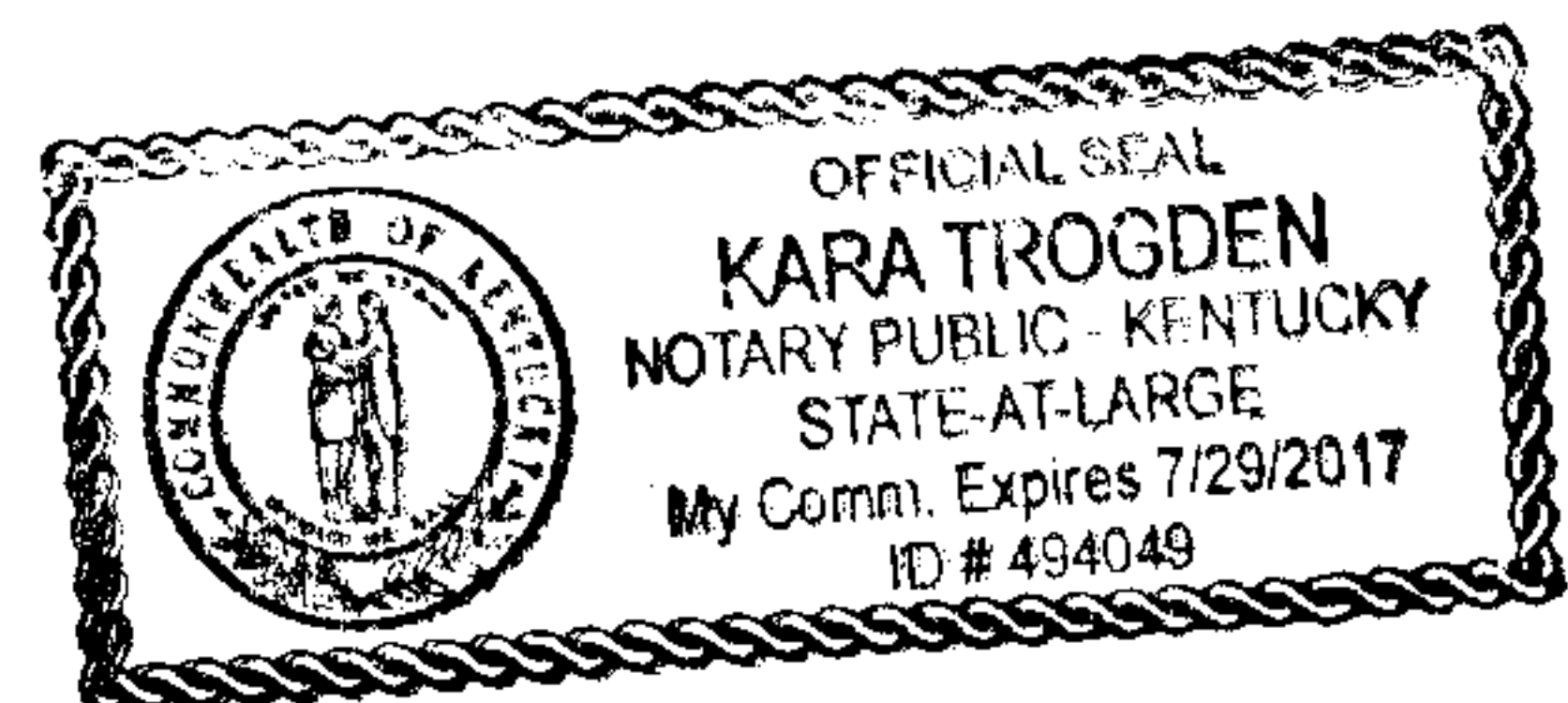
Kara Trogden
Notary Public

Printed Name:

Kara Trogden

My commission expires:

07/29/2017



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **JAMES B. HOWARD AND WIFE, REBECCA HOWARD, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** to **DIVERSIFIED LENDING SERVICES, INC.** for \$115,675.00 and interest, dated **JULY 2, 1998** and recorded on **JULY 15, 1998** in **INSTRUMENT NO. 1998-26787**.
Mortgage tax paid: \$

This mortgage was assigned from **JAMES B. HOWARD AND WIFE, REBECCA HOWARD, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** (assignor), to **TRANS FINANCIAL MORTGAGE COMPANY** (assignee), by assignment of mortgage dated and recorded on **AUGUST 31, 1998** in **INSTRUMENT NO. 1998-33947**.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/21/2015 03:58:18 PM
\$204.80 CHERRY
20150921000330500

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