


20151026000372860  
10/26/2015 02:51:28 PM  
MORTAMEN 1/7

This Document Prepared By:  
**LUCAS CALLOWAY**  
**U.S. BANK N.A.**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**  
**(800) 365-7777**

~~When recorded mail to:~~ #:9356257  
First American Title   
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: HOWARD - PROPERTY REPORT

Source of Title: INSTRUMENT NO. 20120406000119000

Tax/Parcel #: 153070000023000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

Original Principal Amount: \$215,884.00

FHA\VA Case No.:703 011-7323796

Unpaid Principal Amount: \$210,193.33

Loan No: 6850388171

New Principal Amount \$172,452.84

New Money (Cap): \$25,317.51

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 13TH day of AUGUST, 2015, between **KENTON LEE HOWARD, JENNIFER N HOWARD HUSBAND AND WIFE** ("Borrower") whose address is **149 SUNSET LAKE DR, CHELSEA, ALABAMA 35043** 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 **MARCH 28, 2012** and recorded on **APRIL 6, 2012** in **INSTRUMENT NO. 20120406000119010**, 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

**149 SUNSET LAKE DR, CHELSEA, ALABAMA 35043**

(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, **AUGUST 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$172,452.84**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$25,317.51** 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 **AUGUST 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 810.94**, beginning on the **1ST** day of **SEPTEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full. If on **AUGUST 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.



In Witness Whereof, I have executed this Agreement.

Kenton Lee Howard  
Borrower: KENTON LEE HOWARD

Jennifer N. Howard  
Borrower: JENNIFER N HOWARD

Borrower:

Borrower:

9/28/15  
Date

9/28/15  
Date

Date

Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

The State of ALABAMA )  
Jefferson County )

I, a Notary Public, hereby certify that **KENTON LEE HOWARD, JENNIFER N 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 28<sup>th</sup> day of September, 2015.

Stephanne Winger  
Notary Public

Print Name Stephanne Winger

My commission expires: 5-28-18

WD12106.1 6850388171

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

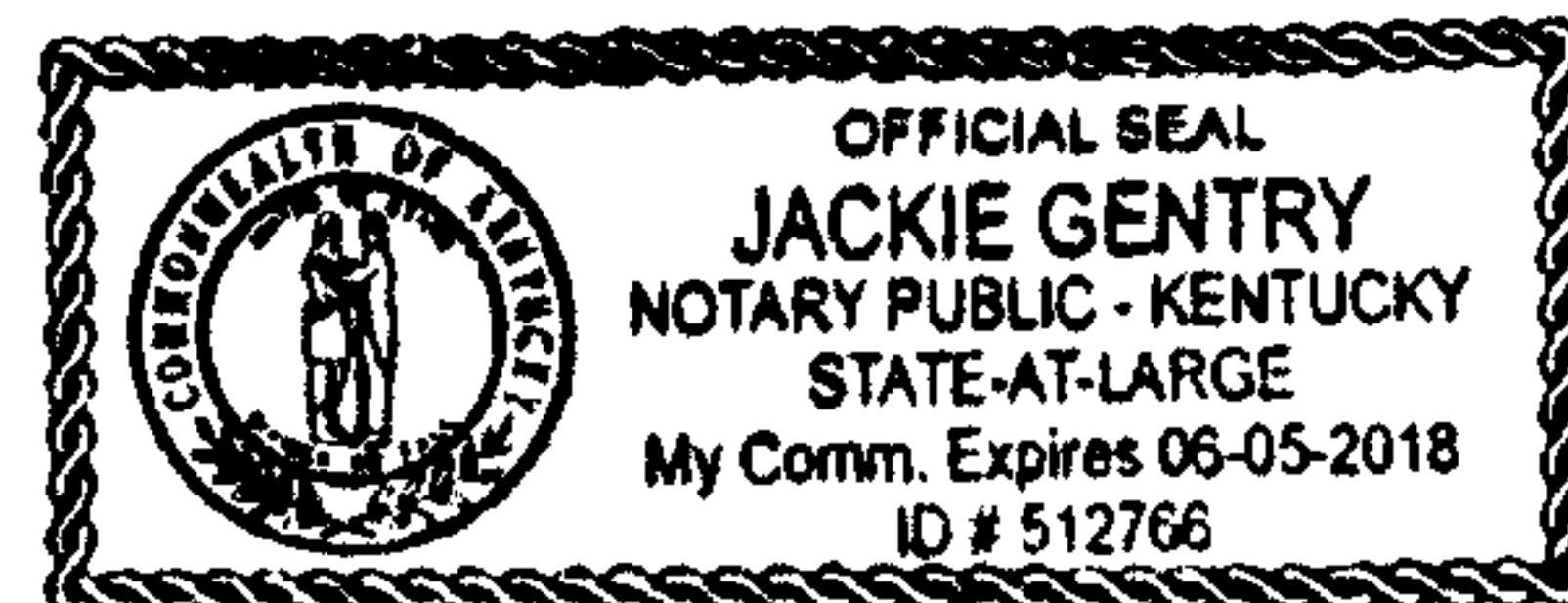
Angela J Evans 10-5-15  
By ANGELA J EVANS (print name) Date  
Mortgage Document Officer (title)  
[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 10-5-15 by  
ANGELA J EVANS, 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): KENTON LEE HOWARD, JENNIFER N HOWARD HUSBAND AND WIFE**

**LOAN NUMBER: 6850388171**

**LEGAL DESCRIPTION:**

**LOT 48, ACCORDING TO THE MAP AND SURVEY OF THE FINAL PLAT OF SUNSET LAKE  
PHASE I, AS RECORDED IN MAP BOOK 29, PAGE 68, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA. SUBJECT TO: ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY  
OF RECORD. TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS  
AND APPURTENANCES THERETO BELONGING OR IN ANYWAY APPERTAINING IN FEE  
SIMPLE.**

**ALSO KNOWN AS: 149 SUNSET LAKE DR, CHELSEA, ALABAMA 35043**

 **HOWARD  
50689429**

> **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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**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **KENTON HOWARD** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS A NOMINEE FOR HAMILTON MORTGAGE CORPORATION, A CORPORATION**

for **\$215,884.00** and interest, dated **MARCH 28, 2012** and recorded on **APRIL 6, 2012** in **INSTRUMENT NO. 20120406000119010**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

(assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **APRIL 8, 2013** in **INSTRUMENT NO. 20130408000142990**.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
10/26/2015 02:51:28 PM  
\$290.75 CHERRY  
20151026000372860

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the official text.