


2015112000391060
11/12/2015 08:11:06 AM
MORTAMEN 1/6

This Document Prepared By:
CHRISTOPHER MAIN
U.S. BANK N.A.
OWENSBORO, KY 42301

~~When recorded mail to: #9626762~~
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: WOODS - PROPERTY REPORT

Source of Title: INSTRUMENT NO. 20121030000416820
Tax/Parcel #: 126230000045000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$239,481.00 FHA/VA/RHS Case No.:703 011-7513154
Unpaid Principal Amount: \$227,195.93 Loan No: 6850448576
New Principal Amount \$230,961.80
New Money (Cap): \$3,765.87

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 24TH day of SEPTEMBER, 2015, between JEREMY LEE WOODS AND, CINDI WALKER FORTSON WOODS HUSBAND AND WIFE ("Borrower"), whose address is 216 CHESTNUT FOREST, HELENA, ALABAMA 35080 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 OCTOBER 9, 2012 and recorded on OCTOBER 30, 2012 in INSTRUMENT NO. 20121030000416830, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$239,481.00, 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 216 CHESTNUT FOREST, HELENA, ALABAMA 35080

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

LOT 33, ACCORDING TO THE SURVEY OF CHESTNUT FOREST, AS RECORDED IN MAP BOOK 22, PAGE 98, 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, **OCTOBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$230,961.80**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$3,765.87** 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 **3.2500%**, from **OCTOBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,005.16**., beginning on the **1ST** day of **NOVEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 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.

Cindi Walker Fortson Woods
In Witness Whereof, I have executed this Agreement.

Borrower: JEREMY LEE WOODS

10/19/15
Date

Borrower: CINDI WALKER FORTSON WOODS

10.19.15
Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
SHELBY County)

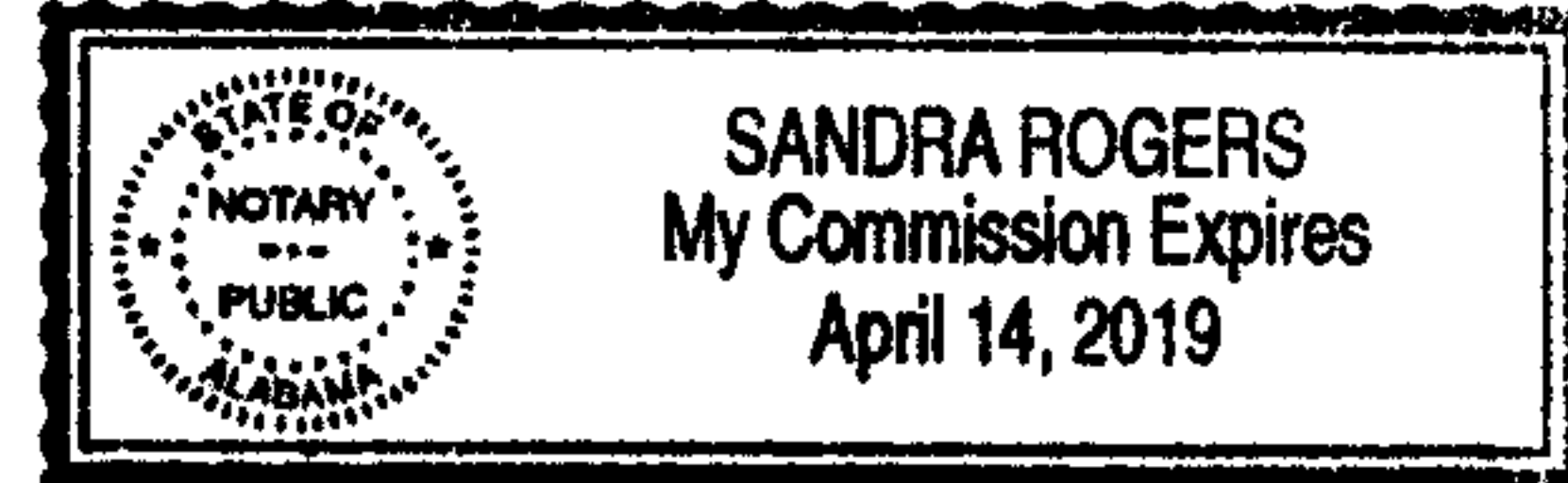
I, a Notary Public, hereby certify that **JEREMY LEE WOODS AND, CINDI WALKER FORTSON WOODS HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 19 day of OCTOBER 2015.

Sandra Rogers
Notary Public

Print Name SANDRA ROGERS

My commission expires: 4/14, 2019



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Jennifer L. Mattingly (print name)
Mortgage Document Officer (title)

October 20-2015
Date

[Space Below This Line for Acknowledgments]

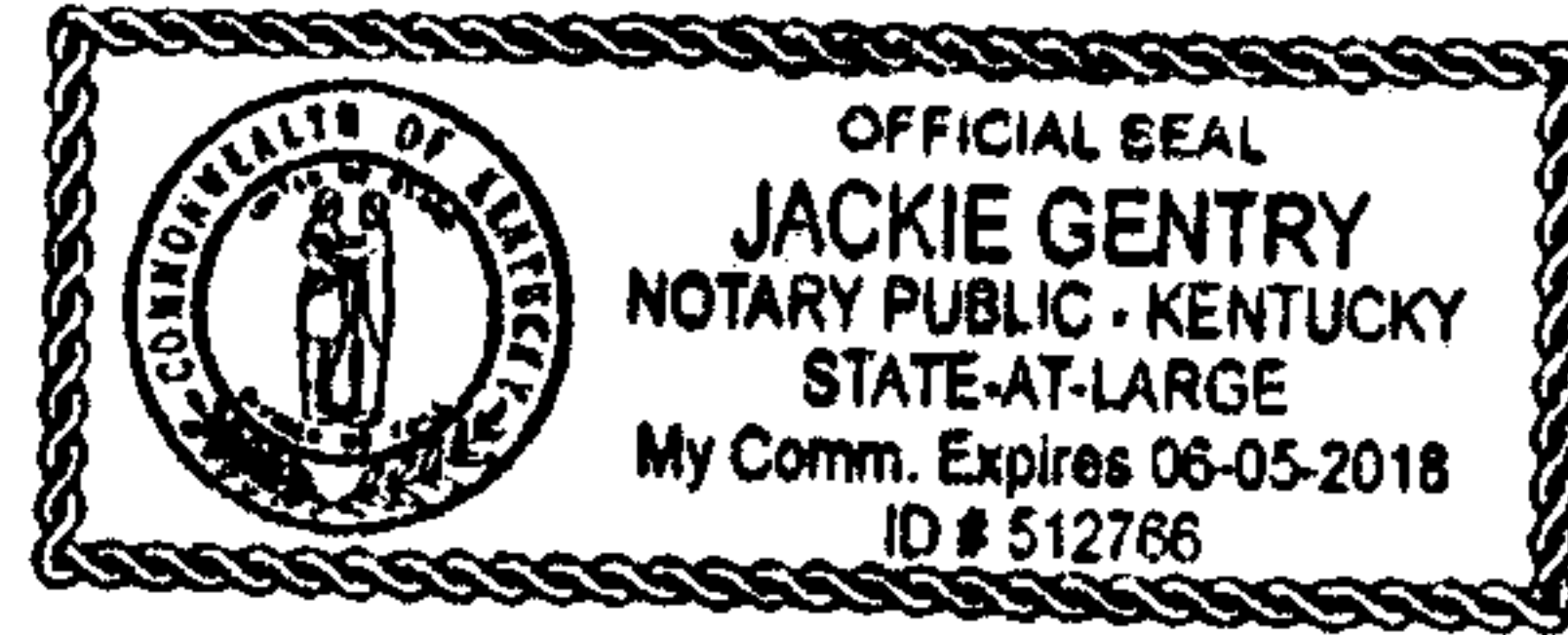
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this October 20-2015 by **JENNIFER L. MATTINGLY**, 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 **JEREMY LEE WOODS** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SOUTHPOINT BANK, AN ALABAMA CHARTERED BANK** for **\$239,481.00** and interest, dated **OCTOBER 9, 2012** and recorded on **OCTOBER 30, 2012** in **INSTRUMENT NO. 20121030000416830**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SOUTHPOINT BANK, AN ALABAMA CHARTERED BANK** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **FEBRUARY 10, 2014** in **INSTRUMENT NO. 20140210000037400**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SOUTHPOINT BANK, AN ALABAMA CHARTERED BANK** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **SEPTEMBER 18, 2014** in **INSTRUMENT NO. 20140918000293070**.

WOODS
50740811 AL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT 6


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



A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the bottom right of the official text.