

20170508000157990  
05/08/2017 09:35:02 AM  
MORTAMEN 1/7

This Document Prepared By:  
VANESSA AMBER SCHWARTZ  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 323-0165

Requested By and  
When Recorded Return To:  
Loan Modification Solutions  
3220 El Camino Real  
Irvine, CA 92602  
(800) 323-0165

170008945  
Source of Title: INSTRUMENT NO. 20060307000107570 DEED BOOK N/A, AT PAGE(S) N/A  
Tax/Parcel #: 227352007028000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$122,084.00      FHA/VA/RHS Case No.: 703 011-5439460  
Unpaid Principal Amount: \$103,602.81      Loan No: 7892590666  
New Principal Amount: \$121,333.61  
Capitalization Amount: \$17,730.80

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 4TH day of APRIL, 2017, between NICKOLAS D HOWARD AND, DARIA J HOWARD HUSBAND AND WIFE ("Borrower"), whose address is 2054 VILLAGE LANE, 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"), dated FEBRUARY 24, 2006 and recorded on MARCH 7, 2006 in INSTRUMENT NO. 20060307000107580, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$122,084.00, 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

**2054 VILLAGE LANE, CALERA, ALABAMA 35040**

the real property described is located in **SHELBY COUNTY, ALABAMA** and 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, **APRIL 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$121,333.61**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$17,730.80** 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 **4.3750%**, from **APRIL 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$605.80**, beginning on the **1ST** day of **MAY, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2047** (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.

In Witness Whereof, I have executed this Agreement.

Borrower: NICKOLAS D HOWARD

Borrower: DARIA J HOWARD

Borrower:

Borrower:

[Space Below This Line for Acknowledgments]

Date

Date

Date

Date

### BORROWER ACKNOWLEDGMENT

The State of ALABAMA )

Shelby County )

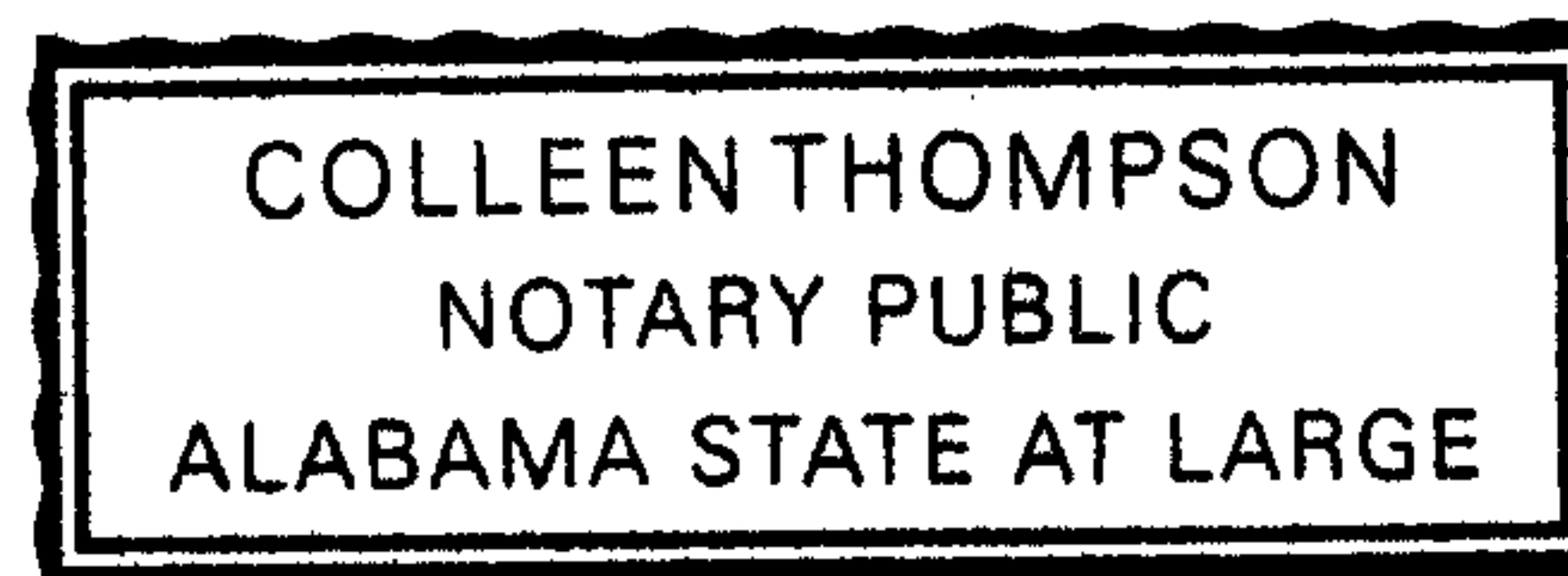
I, a Notary Public, hereby certify that **NICKOLAS D HOWARD AND, DARIA J HOWARD HUSBAND AND WIFE** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the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

Given under my hand this 17 day of April, 2017.

Colleen Thompson  
Notary Public

Print Name Colleen Thompson

My commission expires: 06/21/20





In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Terry L Smith (print name)  
Mortgage Document Officer (title)

4/21/17  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

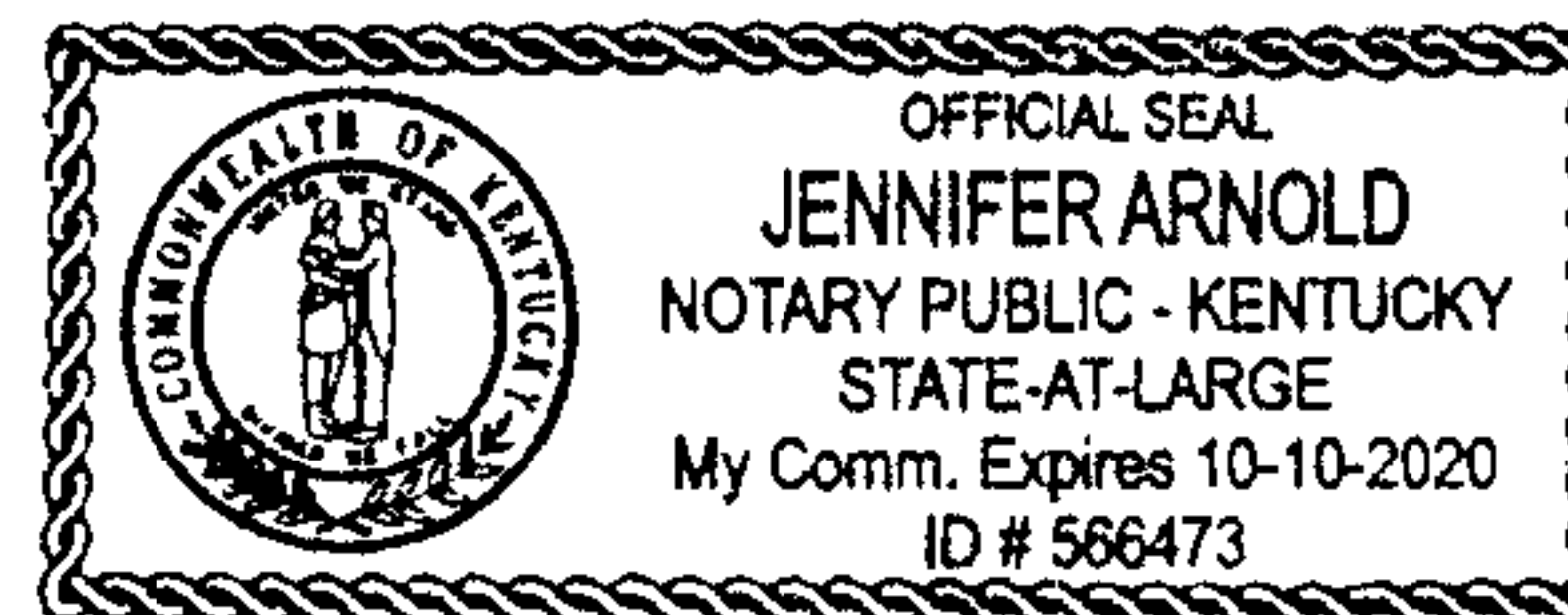
**STATE OF KENTUCKY**

**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 4/21/2017 by  
**TERRY L SMITH**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**, a national association,  
on behalf of said national association.

Jennifer Arnold  
Notary Public

Printed Name: Jennifer Arnold  
My commission expires: 10/10/2020



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**EXHIBIT A**

**BORROWER(S): NICKOLAS D HOWARD AND, DARIA J HOWARD HUSBAND AND WIFE**

**LOAN NUMBER: 7892590666**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF CALERA, and described as follows:**

**LOT 263, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE-SECTOR 3, AS RECORDED IN MAP BOOK 31, PAGE 135, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**ALSO KNOWN AS: 2054 VILLAGE LANE, CALERA, ALABAMA 35040**

**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **NICKOLAS D HOWARD AND, DARIA J HOWARD HUSBAND AND WIFE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HMSV-USB LENDING, LLC D.B.A. MORTGAGESOUTH** for \$122,084.00 and interest, dated **FEBRUARY 24, 2006** and recorded on **MARCH 7, 2006** in **INSTRUMENT NO. 20060307000107580**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HMSV-USB LENDING, LLC D.B.A. MORTGAGESOUTH, ITS SUCCESSORS AND ASSIGNS** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **MAY 14, 2014** and recorded on **MAY 23, 2014** in **INSTRUMENT NO. 20140523000157330**.



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