

20170808000286280
08/08/2017 11:22:27 AM
MORTAMEN 1/7

This Document Prepared By:
JESSICA VANWINKLE
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

Requested By and
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 934-3124

Source of Title: INSTRUMENT NO. 20020806000368050 DEED BOOK N/A, AT PAGE(S) N/A
Tax/Parcel #: 362093001002002

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$66,963.00 FHA/VA/RHS Case No.: 118256825
Unpaid Principal Amount: \$51,771.61 Loan No: 6003104166
New Principal Amount: \$57,863.42
Capitalization Amount: \$6,091.81

17 0245706

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 11TH day of JULY, 2017, between J. NICHOLAS KIVETTE AND JESSICA G. KIVETTE, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ("Borrower"), whose address is 375 BIRMINGHAM ST, MONTEVALLO, ALABAMA 35115 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 31, 2002 and recorded on AUGUST 6, 2002 in INSTRUMENT NO. 20020806000368060, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$66,963.00, 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

375 BIRMINGHAM ST, MONTEVALLO, ALABAMA 35115

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, **JULY 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$57,863.42**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$6,091.81**.
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 **JULY 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$437.25**, beginning on the **1ST** day of **AUGUST, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 1, 2032** (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.

J. Nicholas Kivette
Borrower: J. NICHOLAS KIVETTE

7/22/17
Date

Jessica M. Kivette
Borrower: JESSICA G. KIVETTE

7/22/17
Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

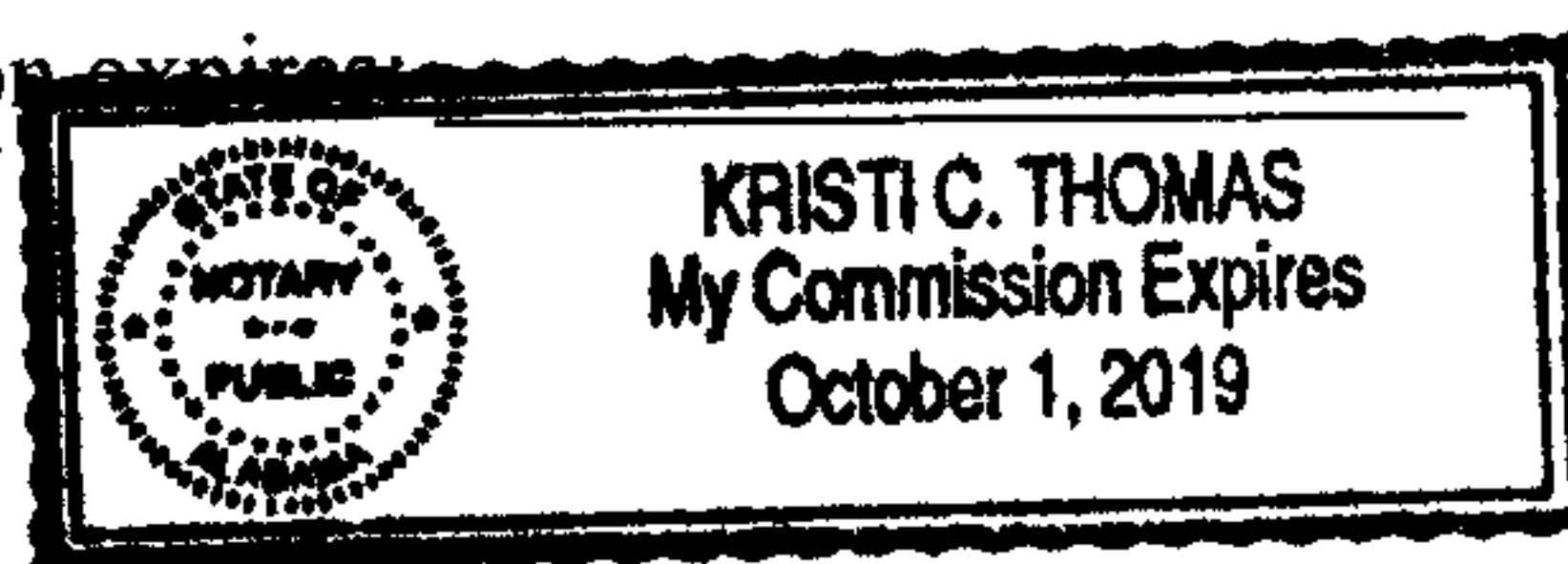
I, a Notary Public, hereby certify that J. NICHOLAS KIVETTE; JESSICA G. KIVETTE whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 22nd day of July, 20 17.

Kristi C Thomas
Notary Public

Print Name Kristi C Thomas

My commission expires



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

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

7/26/17
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 7/26/17 by
TERRY L. SMITH, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national
association, on behalf of said national association.

Lori Rays
Notary Public

Printed Name: Lori Rays
My commission expires: 6/5/18

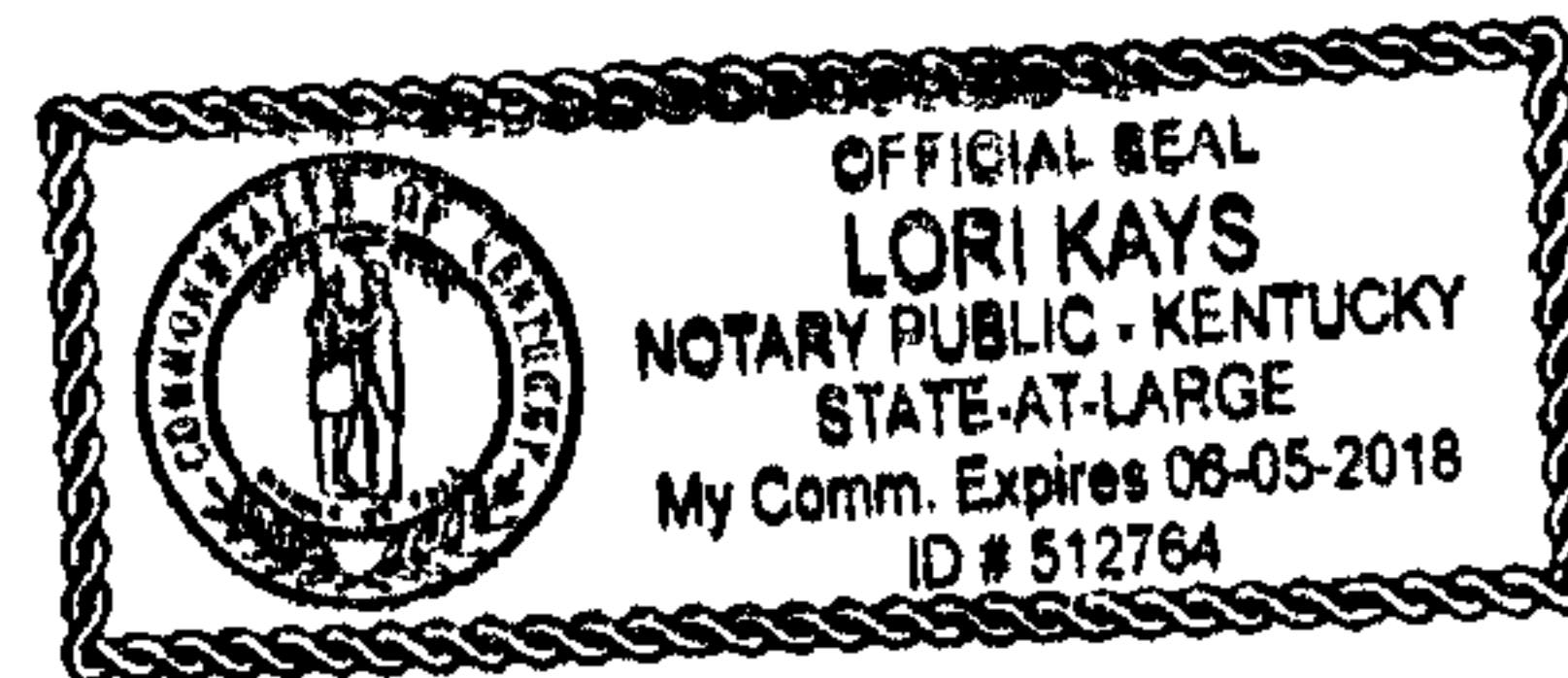


EXHIBIT A

**BORROWER(S): J. NICHOLAS KIVETTE AND JESSICA G. KIVETTE, HUSBAND AND WIFE, AS
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

LOAN NUMBER: 6003104166

LEGAL DESCRIPTION:

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

**A PART OF LOTS 20 AND 21, BLOCK 1, ACCORDING TO THE SURVEY OF BIRMINGHAM
JUNCTION, MADE BY J. R. BOZEMAN, AS RECORDED IN DEED BOOK 14, PAGE 239, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY,
ALABAMA.**

FURTHER DESCRIBED AS FOLLOWS:

**COMMENCE AT THE SW CORNER OF LOT 20, BLOCK 1, BIRMINGHAM JUNCTION AS
RECORDED IN DEED BOOK 14, PAGE 239, IN THE OFFICE OF THE PROBATE OF SHELBY
COUNTY, ALABAMA, AS ESTABLISHED BY DEED 276, PAGE 839 AND DEED 232, PAGE 746,
SHELBY COUNTY, ALABAMA AND RUN EAST ALONG THE NORTH LINE OF BIRMINGHAM
STREET FOR A DISTANCE OF 112.43 FEET TO POINT OF BEGINNING; THENCE CONTINUE
ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 88.43 FEET; THENCE LEFT 87
DEGREES 39 MINUTES AND RUN NORTHERLY FOR A DISTANCE OF 175.00 FEET; THENCE
LEFT 92 DEGREES 21 MINUTES AND RUN WESTERLY FOR A DISTANCE OF 88.43 FEET;
FEET; THENCE LEFT 87 DEGREES 39 MINUTES AND RUN SOUTHERLY FOR A DISTANCE OF
175.00 FEET TO THE POINT OF BEGINNING.**

ALSO KNOWN AS: 375 BIRMINGHAM ST, MONTEVALLO, ALABAMA 35115

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by J. NICHOLAS KIVETTE AND JESSICA G. KIVETTE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE AMERICA, INC. for \$66,963.00 and interest, dated JULY 31, 2002 and recorded on AUGUST 6, 2002 in INSTRUMENT NO. 20020806000368060.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE AMERICA, INC. (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated AUGUST 6, 2002 and recorded on NOVEMBER 18, 2002 in INSTRUMENT NO. 20021118000575330.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE AMERICA, INC. (assignor), to CHRISTINA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLEY AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-RF1, 500 DELEWARE AVENUE 11TH FLOOR ATTN: SASCO 2006-RF1, WILMINGTON, DE 19801-000 (assignee), by assignment of mortgage dated OCTOBER 3, 2014 and recorded on OCTOBER 10, 2014 in INSTRUMENT NO. 20141010000321170.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/08/2017 11:22:27 AM
\$42.15 CHERRY
20170808000286280

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