

20171012000370890
10/12/2017 11:31:27 AM
MORTAMEN 1/7

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

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

Source of Title: INSTRUMENT NO. 20130327000127020 DEED BOOK N/A, AT PAGE(S) N/A
Tax/Parcel #: 35 1 02 2 002 048.000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$117,551.00 FHA/VA/RHS Case No.:0210923214
Unpaid Principal Amount: \$109,290.09 Loan No: 6850483413
New Principal Amount: \$117,038.84
Capitalization Amount: \$7,748.75

17023102X

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 19TH day of SEPTEMBER, 2017, between LYNN WIGGINS AN UNMARRIED WOMAN ("Borrower"), whose address is 625 ENCLAVE 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 MARCH 19, 2013 and recorded on MARCH 27, 2013 in INSTRUMENT NO. 20130327000127030, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$117,551.00, 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 625 ENCLAVE 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, **OCTOBER 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$117,038.84**, 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. **\$7,748.75**.
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 **OCTOBER 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$602.64**, beginning on the **1ST** day of **NOVEMBER, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2043** (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.

Lynn Wiggins
Borrower: LYNN WIGGINS

9-29-17
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

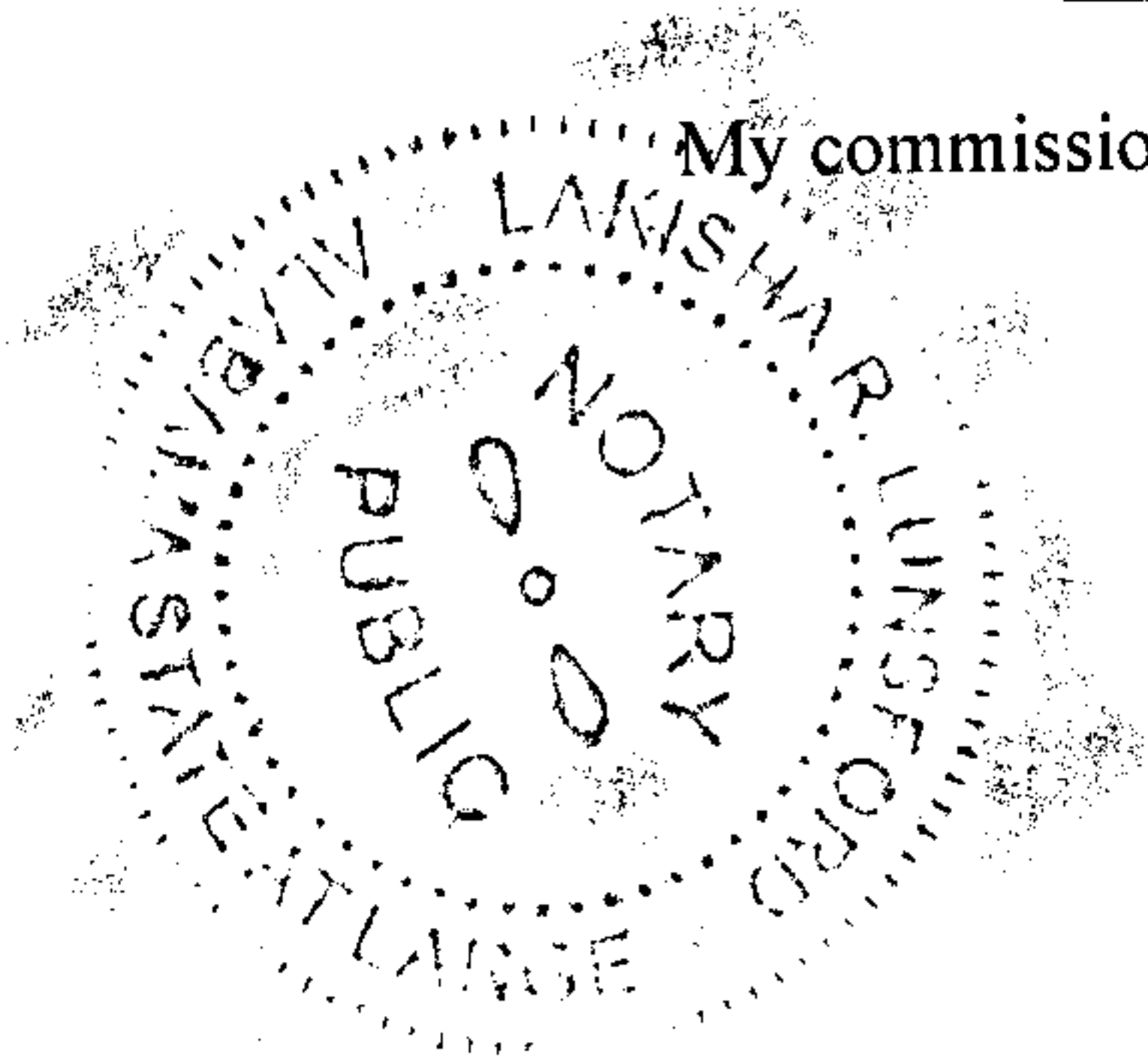
I, a Notary Public, hereby certify that LYNN WIGGINS whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 29 day of September, 2017.

Lakisha Lunsford
Notary Public

Print Name Lakisha Lunsford

My commission expires My Commission Expires August 31, 2020



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

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

10/4/17 Date

_____[Space Below This Line for Acknowledgments]_____

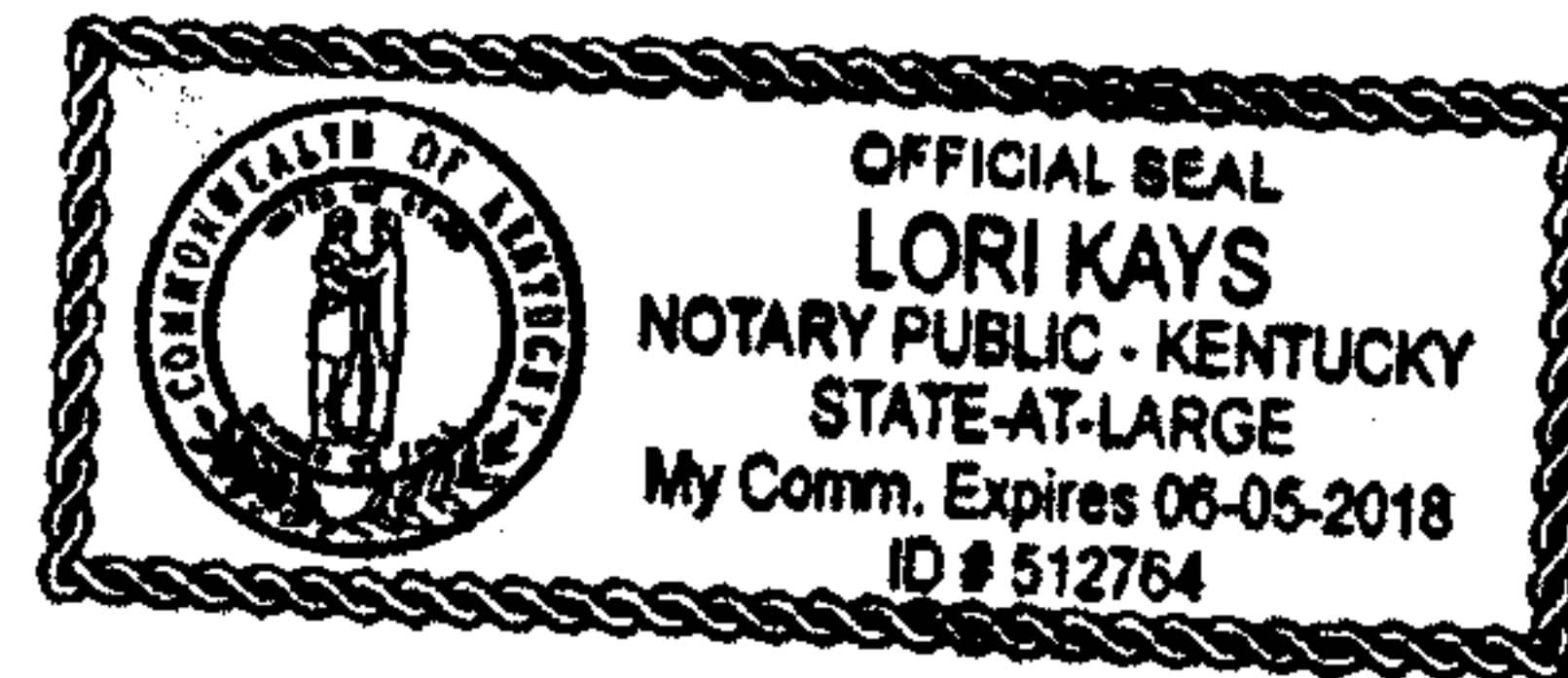
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 10/4/17 by
Terry L. Smith, the Mortgage Document Officer of U.S. BANK N.A., a
national association, on behalf of said national association.

Lori Kays
Notary Public



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

EXHIBIT A

BORROWER(S): LYNN WIGGINS AN UNMARRIED WOMAN

LOAN NUMBER: 6850483413

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 48, ACCORDING TO THE SURVEY OF ENCLAVE PHASE 1, AS RECORDED IN MAP BOOK 38, PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO: (1) CURRENT TAXES; (2) BUILDING LINE(S), EASEMENT(S) AND RESTRICTION(S) AS SHOWN BY RECORDED MAP; (3) EASEMENT AND HIGHWAY RIGHT OF WAY RECORDED IN VOLUME 197, PAGE 259, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (4) EASEMENT TO BELL SOUTH TELECOMMUNICATIONS, AS RECORDED IN INSTRUMENT 20060815000396460, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (5) DECLARATION

OF PROTECTIVE COVENANTS OF THE ENCLAVE APPEARING OF RECORD IN INSTRUMENT 20061129000577080 AND AMENDED IN 20100303000062500 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (6) RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT RECORDED IN INSTRUMENT 20070517000230970 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 625 ENCLAVE LANE, CALERA, ALABAMA 35040

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**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by LYNN WIGGINS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST BANK for \$117,551.00 and interest, dated MARCH 19, 2013 and recorded on MARCH 27, 2013 in INSTRUMENT NO. 20130327000127030.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST BANK, ITS SUCCESSORS AND ASSIGNS (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated FEBRUARY 26, 2015 and recorded on MARCH 5, 2015 in INSTRUMENT NO. 20150305000068220.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/12/2017 11:31:27 AM
\$44.70 CHERRY
20171012000370890

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