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MORTAMEN 1/7

This Document Prepared By:
RAVEN GREEN
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. 20041130000652070**
Tax/Parcel #: **13-5-21-4-008-003.000**

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: **\$102,212.00** **FHA/VA/RHS Case No.: 703 011-7204058**
Unpaid Principal Amount: **\$89,875.17** **Loan No: 6850330168**

— New Principal Amount: **\$98,261.48**
Capitalization Amount: **\$8,386.31**

180318604

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **SEPTEMBER, 2018**, between **SARAH E POORIAN A SINGLE WOMAN** ("Borrower"), whose address is **9154 BROOKLINE LANE, 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 **AUGUST 31, 2011** and recorded on **SEPTEMBER 8, 2011** in **INSTRUMENT NO. 20110908000266160, SHELBY COUNTY, ALABAMA**, and (2) the Note, in the original principal amount of U.S. **\$102,212.00**, 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 **9154 BROOKLINE LANE, HELENA, ALABAMA 35080**

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, **NOVEMBER 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$98,261.48**, 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. **\$8,386.31**.
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 **4.7500%**, from **NOVEMBER 1, 2018**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$512.58**, beginning on the **1ST** day of **DECEMBER, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2048** (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.

20181029000382220 10/29/2018 03:05:54 PM MORTAMEN
3/7

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.

Sarah E Poorian
Borrower: SARAH E POORIAN

10-12-18
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

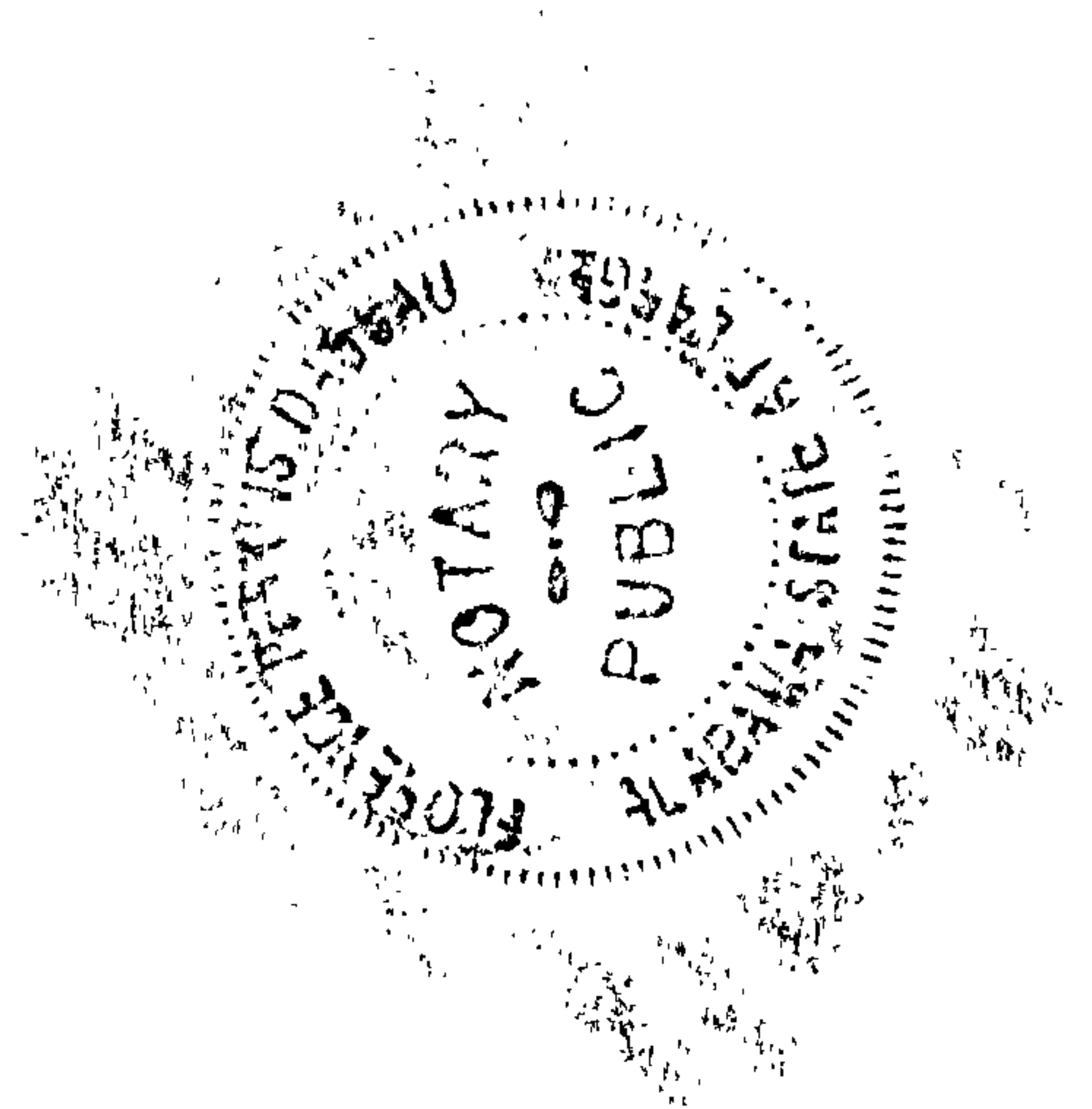
I, a Notary Public, hereby certify that SARAH E POORIAN whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears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

Given under my hand this 12 day of October, 20 18.

Florence P. Dassan
Notary Public

Print Name Florence P. Dassan

My commission expires: 7.13.19



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

By Angela J Evans (print name)
Mortgage Document Officer (title)

10/23/18
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

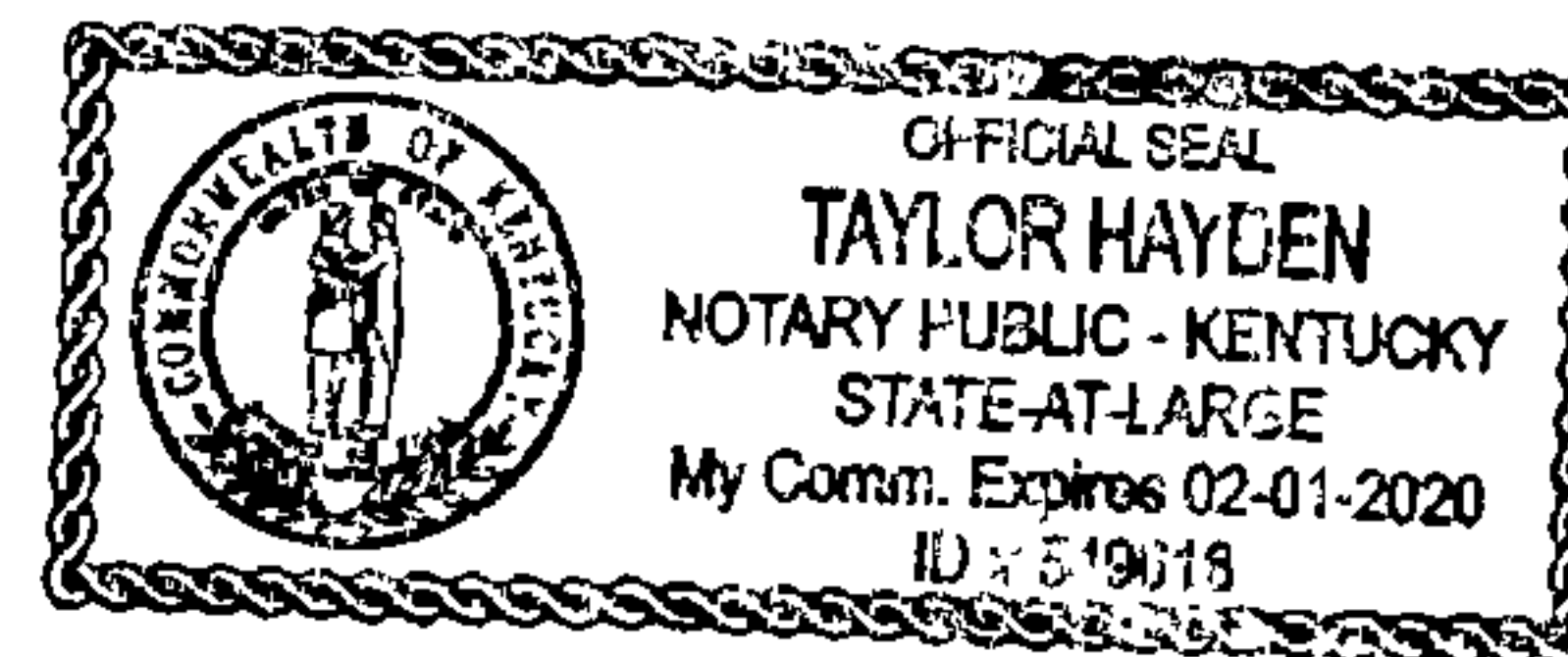
STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 10/23/18 by
Angela J Evans, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**, a
national association, on behalf of said national association.

Taylor Hayden
Notary Public

Printed Name: Taylor Hayden
My commission expires: 2-1-2020



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by SARAH E POORIAN, SINGLE WOMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR HAMILTON MORTGAGE CORPORATION, A CORPORATION, ITS SUCCESSORS AND ASSIGNS for \$102,212.00 and interest, dated AUGUST 31, 2011 and recorded on SEPTEMBER 8, 2011 in INSTRUMENT NO. 20110908000266160.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HAMILTON MORTGAGE CORPORATION, A CORPORATION, ITS SUCCESSORS AND ASSIGNS (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated DECEMBER 8, 2017 and recorded on DECEMBER 15, 2017 in INSTRUMENT NO. 20171215000447730.

20181029000382220 10/29/2018 03:05:54 PM MORTAMEN
7/7 EXHIBIT A

LOT 97, ACCORDING TO THE MAP AND SURVEY OF WYNDAM COTTAGES,
PHASE II, AS RECORDED IN MAP BOOK 27, PAGE 2, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS,
EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, ENCROACHMENTS,
COVENANTS, TERMS, CONDITIONS AND BUILDING SET BACK
LINES OF RECORD.

ADDRESS: 9154 BROOKLINE LN; HELENA, AL 35080 TAX MAP OR
PARCEL ID NO.: 13-5-21-4-008-003.000

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

Source of Title: INSTRUMENT NO. 20041130000652070



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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\$180.45 JESSICA
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Allen S. Bayl