

2012-700565 11/6/2012 11:46 AM PAGE: 1 OF 7
BOOK: 846 PAGE: 1 FEES: \$26.00 SM MODIFICATION OF MORT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

This Document Prepared By: DEB WIESE U.S. BANK N.A. MAIL CODE: MK-WI-RFHM 809 S. 60TH ST, SUITE 210 WEST ALLIS, WI 53214 855-698-7627

WHEN RECORDED, RETURN TO: FIRST AMERICAN MORTGAGE SERVICES 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING

Tax/Parcel No. 53830831600526

[Space Above This Line for Recording Data]

Original Principal Amount: \$73,080.00 Unpaid Principal Amount: \$69,352.18 New Principal Amount \$76,148.73 New Money (Cap): \$6,796.55

FHA\VA Case No.:7035910989225 MERS Min: 100021278844796768 MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 21ST day of NOVEMBER, 2011, between LISA M CURTIS ("Borrower"), whose address is P O BOX 144, STORY, WY 82842 and U.S. BANK N.A. ("Lender"), whose address is 809 S. 60TH ST, SUITE 210, WEST ALLIS, WI 53214 and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated AUGUST 18, 2006 and recorded on AUGUST 31, 2006 in INSTRUMENT NO. 551351 BOOK 643 PAGE 0649, SHERIDAN COUNTY, WYOMING, and (2) the Note, in the original principal amount of U.S. \$73,080.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No.

HUD Modification Agreement 07232012_45 First American Mortgage Services 12106.17 7884479676



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100021278844796768. and MERS Registration Date SEPTEMBER 1, 2006, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 11 PINEY AVENUE, STORY, WYOMING 82842 the real property described is located in SHERIDAN COUNTY, WYOMING and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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, 2011 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$76,148.73, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$6,796.55 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 4.6250%, from NOVEMBER 1, 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$391.51, beginning on the 1ST day of DECEMBER, 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on NOVEMBER 1, 2041 (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.



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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.



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In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Debra R. Wiese Vice President

a Wies (print name) (title)

[Space Below This Line for Acknowledgments]

State of WISCONSIN

County of MILWAUKEE

This instrument was acknowledged before me on _____9/24/2012

_(date), by DEBRA R.

WIESE, the VICE PRESIDENT of U.S. BANK N.A., on behalf of said entity.

My Commission Expires on September 1, 2013

(Seal, if any)

CHRISTOPHER ERICKSON **Notary Public** State of Wisconsin



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Mortgage Electronic Registration Systems, Inc.			Mortgagee	
By Debra R. Wiese	(print name)		9-24-12 Date	
Assistant Secretary	(title)			
[Sp:	ace Below This Line for	Acknowledgments]	···	
State of WISCONSIN				
County of MILWAUKEE				
This instrument was acknown Debra R. Wiese, the Assistant Secretorporation, on behalf of said entity.	retary of Mortgage Elect		(date), by Inc., a Delaware	
Christopher Erickson, Notary Public	<u> </u>	(Seal, if any)		
My Commission Expires on Septem	ıber 1, 2013	}		
		Notai	HER ERICKSON ry Public i Wisconsin	

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In Witness Whereof, I have executed this Agreement. (Seal) Borrower Borro **LISA M CURTIS** Date Date (Seal) (Seal) **Borrower** Borrower Date Date (Seal) (Seal) Borrower Borrower Date Date [Space Below This Line for Acknowledgments] BORROWER ACKNOWLEDGMENT State of WYOMING The instrument was acknowledged before me on LISAM CURTIS (name(s) of person(s)). (Seal, if any) (Signature of notarial officer) KATHY A. McMANUS - NOTARY PUBLIC County of State of Wyoming [My commission expires: 91413 My Commission Expires September 14, 2013

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WY

EXHIBIT A

BORROWER(S): LISAM CURTIS

LOAN NUMBER: 7884479676

LEGAL DESCRIPTION:

LOTS 6 AND 7, BLOCK 5, OF THE TOWN OF LODORE, SHERIDAN COUNTY, STATE OF WYOMING, TOGETHER WITH ALL IMPROVEMENTS SITUATED THEREON, INCLUDING ALL PERSONAL PROPERTY NOW ON THE PREMISES BELONGING TO SELLERS AND INCLUDING A 12 X 50 FOOT MOBILE HOME, BEING A 1970 GREAT LAKES MOBILE HOME, SERIAL NO. 6 990.

ALSO KNOWN AS: 11 PINEY AVENUE, STORY, WYOMING 82842

When recorded mail to: #:6892120. First American Title Loss Mitigation Title Services 12106.1 P.O. Box 27670

Santa Ana, CA 92799

RE: CURTIS - PROPERTY REPORT

CURTIS 45971377

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FIRST AMERICAN ELS MODIFICATION AGREEMENT

HUD Modification Agreement 07232012_45 First American Mortgage Services

12106.17 7884479676

NO. 2012-700565 MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK FIRST AMERICAN 1100 SUPERIOR AVE STE 200 **CLEVELAND OH 44114-9804**

(M)