

2014-712645 6/10/2014 11:06 AM PAGE: 1 OF 6 BOOK: 884 PAGE: 619 FEES: \$27.00 PK MODIFICATION OF MOF

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

This Document Prepared By: JUSTIN SUMNER U.S. BANK N.A. 4801 FREDERICA ST OWENSBORO, KY 42301

When recorded mail to: #:8340521
First American Title Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799

RE: SONDGEROTH - PROPERTY REPC

Tax/Parcel No. 0000006684

[Space Above This Line for Recording Data]

Original Principal Amount: \$241,062.00 Unpaid Principal Amount: \$220,259.18 New Principal Amount \$220,259.18

New Money (Cap): \$0.00

FHA\VA Case No.:703 591-1037719 MERS Min: 100021278844798780 MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 6TH day of FEBRUARY, 2014, between WILLIAM J SONDGEROTH AND BARBARA A SONDGEROTH, HUSBAND AND WIFE ("Borrower") whose address is 812 OLYMPUS DR, SHERIDAN, WYOMING 82801 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee") (solely as a nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 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"), and Timely Payment Rewards Rider, if any, dated JUNE 12, 2008 and recorded on JUNE 19, 2008 in BOOK 710 PAGE 0247, of the OFFICIAL Records of SHERIDAN COUNTY, WYOMING, and (2) the Note 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

812 OLYMPUS DR, SHERIDAN, WYOMING 82801

(Property Address)

the real property described being set forth as follows:

LOT 8, BLOCK 2, OLYMPUS HILLS SUBDIVISION. A SUBDIVISION IN SHERIDAN COUNTY, WYOMING, AS RECORDED THEREUNTO IN BOOK 1 OF PLATS, PAGE 239.

FHA/VA HUD-HAMP Loan Modification Agreement First American Mortgage Services

Page 1

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WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING WY

FIRST AMERICAN ELS MODIFICATION AGREEMENT



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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, FEBRUARY 1, 2014, the amount payable under the Note and the Security Instrument(the "Unpaid Principal Balance") is U.S. \$220,259.18, consisting of the unpaid amount(s)loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 FEBRUARY 1, 2014. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,132.44, beginning on the 1ST day of MARCH, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.6250% will remain in effect until principal and interest are paid in full. If on FEBRUARY 1, 2044 (the "Maturity Date"), 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.
 - If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 has executed this Agreement.

U.S. BANK NA

By Shanan Owen

(print name)

Mortgage Document Officer

(title)

[Space Below This Line for Acknowledgments]

DOCUMENT

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this

MORTGAGE

OFFICER of U.S.

, on behalf of said national association.

Printed Name:

My commission expires:

TO SERVICE OFFICIAL SEAL NICOLE WELLS Comm. Expires 10-25-2015 ID#453880

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Mortgage Electronic Registration Systems, Inc	•	Mortgagee

Assistant Secretary

[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY **COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 4 by Shanan Owen, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a

oc., on behalf of said entity.

Notary Public

Printed Name:

My commission expires: <u>L</u>

THIS DOCUMENT WAS PREPARED BY: **JUSTIN SUMNER** U.S. BANK N.A. **4801 FREDERICA ST OWENSBORO, KY 42301**

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::352256666666 OFFICIAL SEAL NICOLE WELLS NOTARY PUBLIC - KENTUCKY STATE-AT-LARGE

My Comm. Expires 10-25-2015 ID# 453380



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In Witness Whereof, I have executed this Agreement. (Seal) Borrower ONDGEROTH Date (Seal) (Seal) Borrower Borrower Date Date (Seal) (Seal) Borrower Borrower Date Date [Space Below This Line for Acknowledgments] BORROWER ACKNOWLEDGMENT State of WYOMING County of The foregoing instrument was acknowledged before me on (date) by WILLIAM J SONDGEROTH, BARBARA A SONDGEROTH (name(s Witness my hand and official seal. (Seal) NANCI L LOSEKE Notary Public Sheridan County **Wyoming** pires **Notary Public** Printed Name:

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My commission expires:

WD12106.1 7884479878