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Lender's Loan Number: 1116151155

Case #

MIN: 1004591-0000421771-9

MERS Phone 1-888-679-6377

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17<sup>th</sup> day of December, 2015 between Billy Mac Sanders III joined by his wife, Denah L Sanders ("Borrower(s)") and **FBC Mortgage LLC, a Limited Liability Company** ("Lender"), whose address is 189 South Orange Avenue, #970, Orlando, FL 32801, **Mortgage Electronic Registrations Systems, Inc.** ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated July 8, 2015 **and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026**, which was recorded on July 13, 2015, Instrument No. 20150713000234930, of the Public Records of Shelby County, Alabama 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

3001 Kingston Lane, Chelsea, Alabama 35043  
(Property Address)

The real property described being set forth as follows:

LOT 1-38, ACCORDING TO THE SURVEY OF CHELSEA PARK FIRST SECTOR PHASE III, AS RECORDED IN MAP BOOK 36, PAGE 34, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE COMMON AREA AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR CHELSEA PARK, A RESIDENTIAL SUBDIVISION, EXECUTED BY THE GRANTOR AND FILES FOR RECORD AS INSTRUMENT #20041014000566950 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHELSEA PARK FIRST SECTOR EXECUTED BY GRANTOR AND CHELSEA PARK RESIDENTIAL ASSOCIATION, INC. AND RECORDED AS INSTRUMENT NO. 20060605000263850 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATIONS").

APN# 09 7 36 1 005 005.000

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 December 17, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$396,905.00** 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 **4.00 %**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1894.89**, beginning on the 1<sup>st</sup> day of February, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.00 %** will remain in effect until principal and interest are paid in full. If on January 1, 2046 (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; 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.

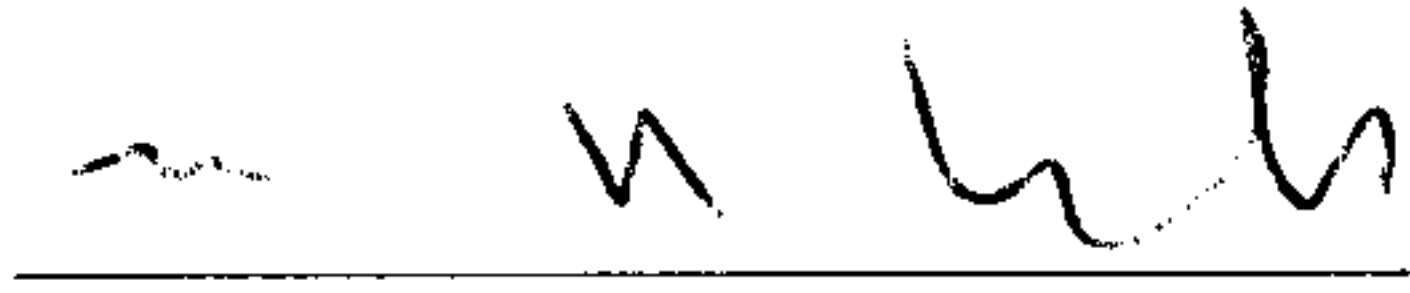
5. Borrower understands and agrees that:

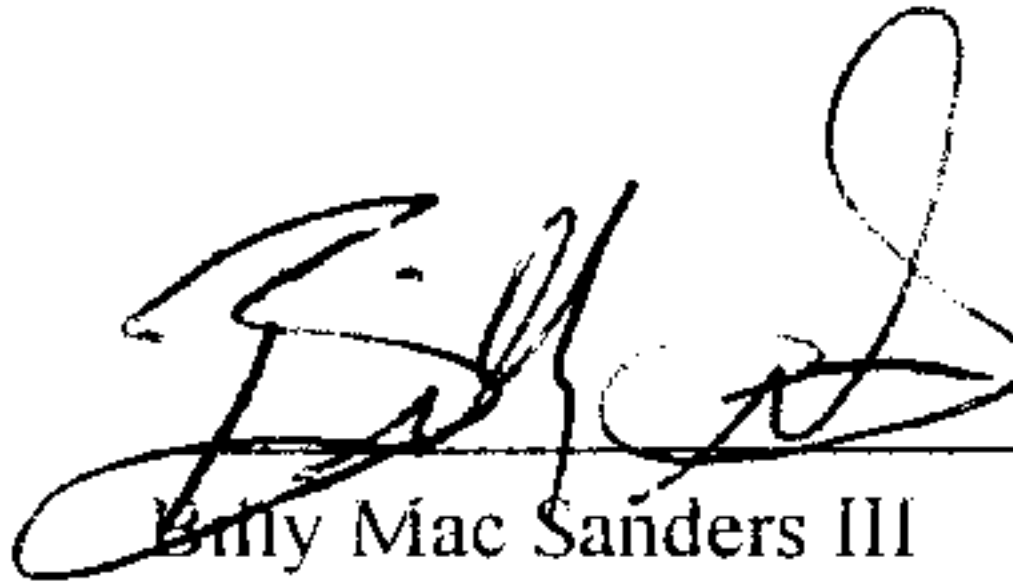
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

6. To reflect the correct property address as 2014 Kingston Court, Chelsea, Alabama 35043

By checking this box, Borrower also consents to being contacted by text messaging. ☐

 (Seal)  
FBC MORTGAGE, LLC -Lender  
JUDITH N. NICHOLS  
AVP Loan Delivery Manager

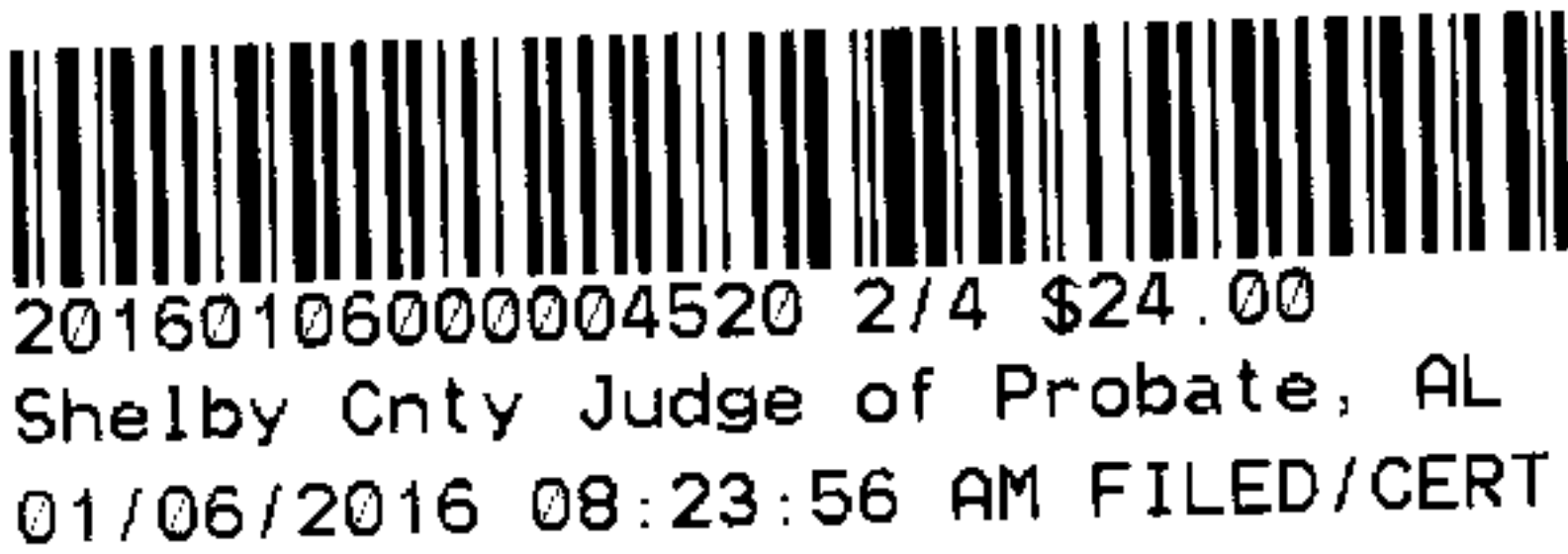
 (Seal)  
Emily Mac Sanders III -Borrower

 (Seal)  
Mortgage Electronic Registration Systems, Inc.

 (Seal)  
Denah L Sanders - Borrower

JUDITH N. NICHOLS  
Assistant Secretary

12.18.15  
Date of Lender's Signature



\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

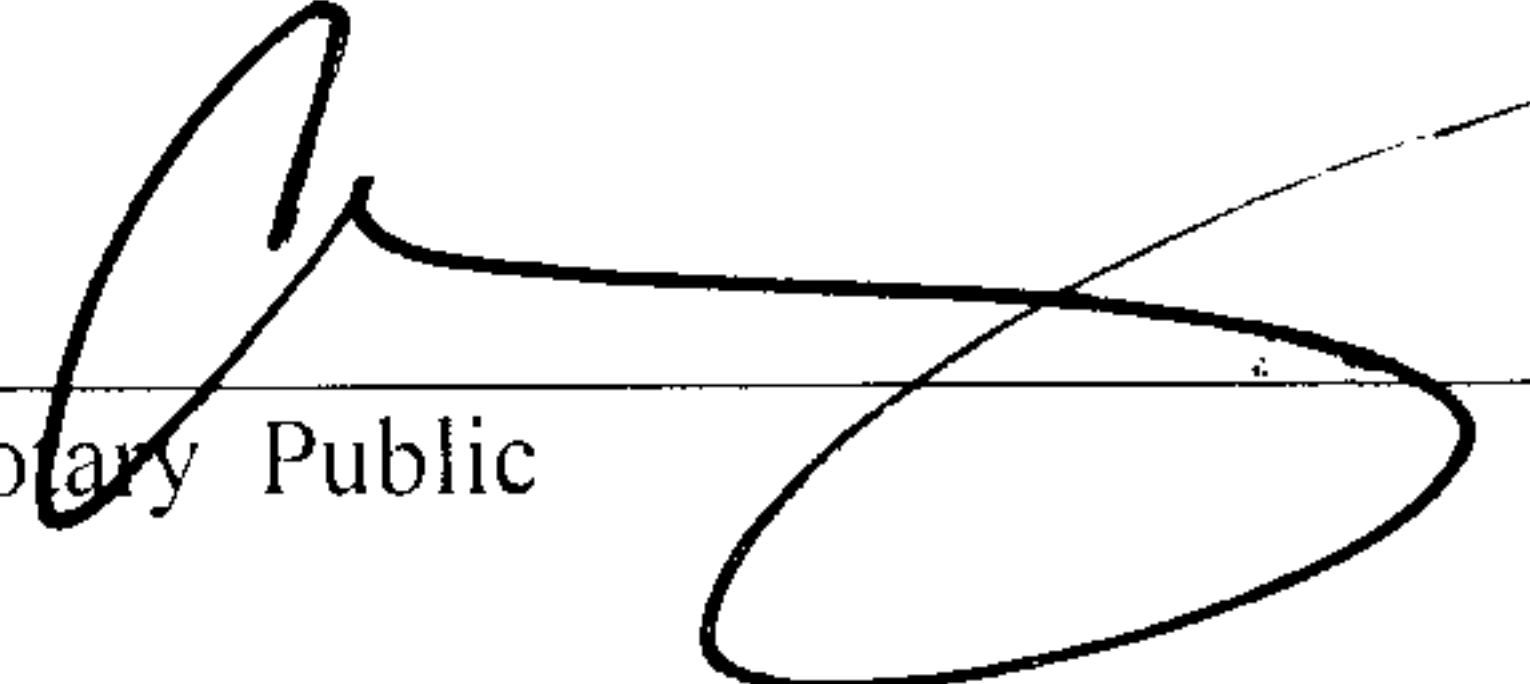
FBC Mortgage, LLC, a Limited Liability Company

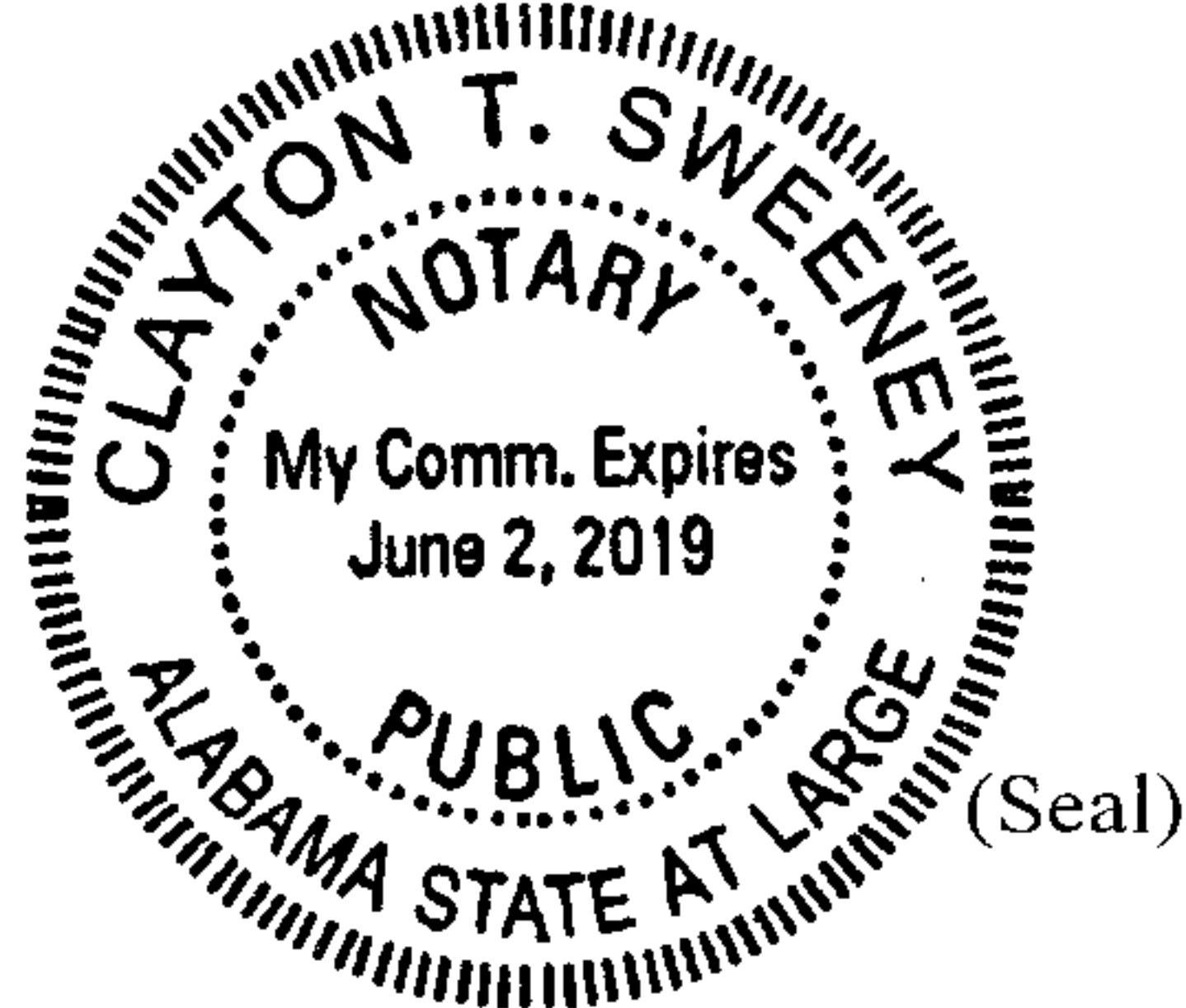
**Lender: FBC Mortgage, LLC**  
**NMLS ID: 152859**  
**Loan Originator: Clay Pierce**  
**NMLS ID: 594385**

State of: ALABAMA

County of: JEFFERSON

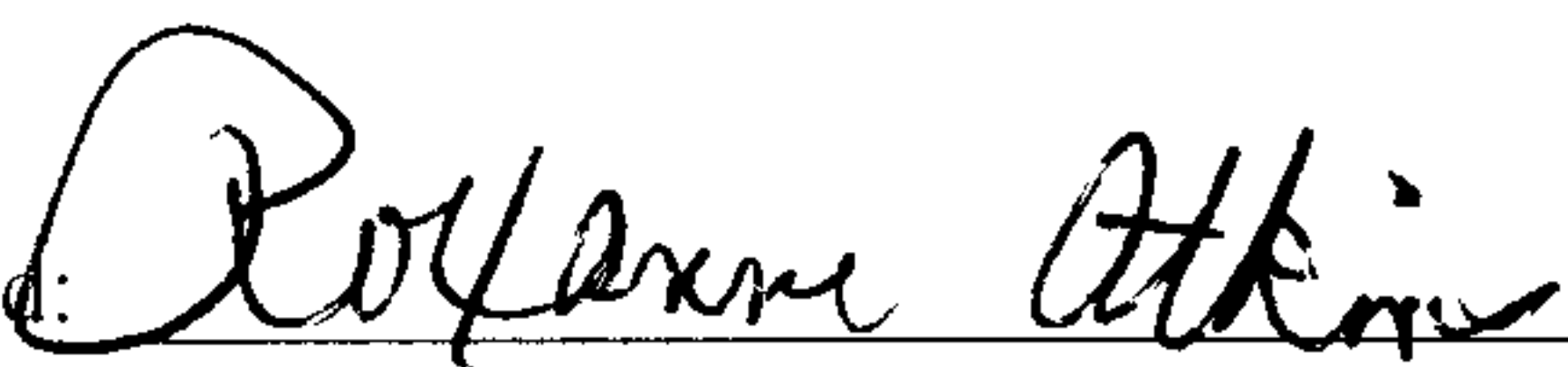
I, Clayton T. Sweeney, notary public for the county aforesaid in the state of Alabama certify that, Billy Mac Sanders III and Denah L Sanders, whose name(s) is/are signed to writing above, bearing the date of December 17, 2015 have acknowledged the same before me and have provided an Alabama Driver's license as proof of identification or are personally known to me.

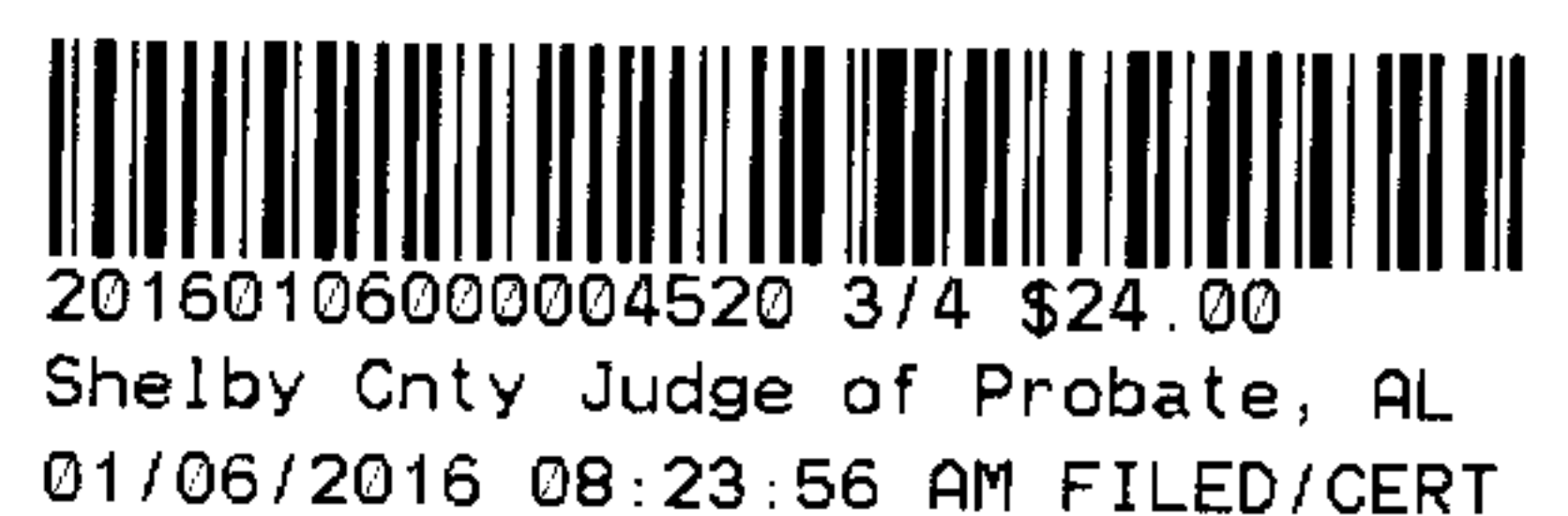
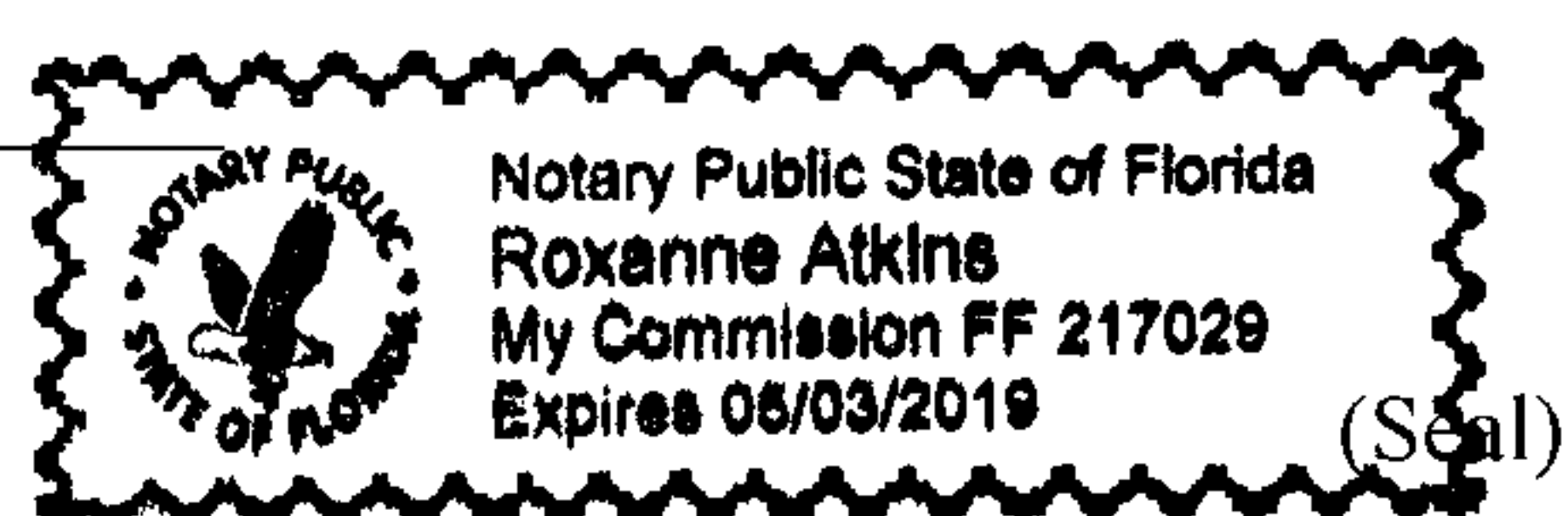
Signed:  \_\_\_\_\_  
Notary Public



State of: Florida  
County of: Seminole

I, Roxanne Atkins, notary public for the county aforesaid in the state of Florida certify that, JUDITH N. NICHOLS, AVP Loan Delivery Manager of FBC Mortgage, LLC, whose name(s) is/are signed to writing above, bearing the date of 12-18-15 have acknowledged the same before me and have provided \_\_\_\_\_ as proof of identification or are personally known to me.

Signed:  \_\_\_\_\_  
Notary Public

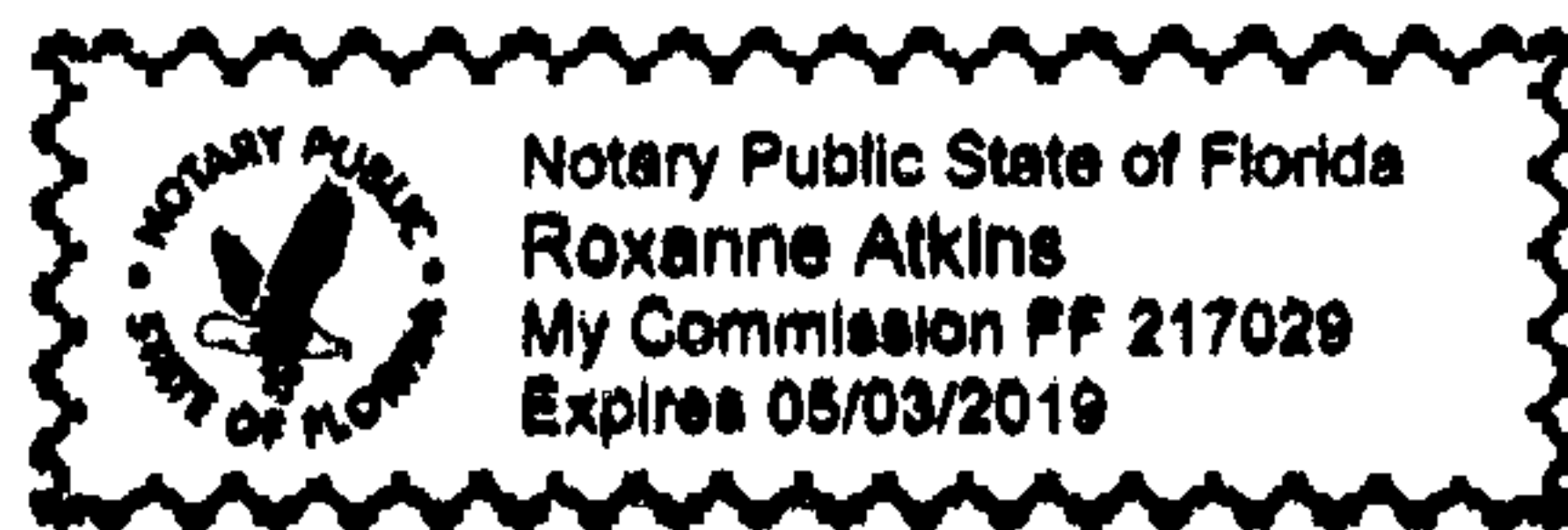





State of: Florida  
County of: Seminole

I, Roxanne Atkins, notary public for the county aforesaid in the state of Florida certify that  
**JUDITH N. NICHOLS**, Assistant Secretary of MERS, whose name(s) is/are signed to writing above, bearing the  
date of 12-18-15 have acknowledged the same before me and have provided  
\_\_\_\_\_ as proof of identification or are personally known to me.

Signed Roxanne Atkins Notary



(Seal)

  
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Shelby Cnty Judge of Probate, AL  
01/06/2016 08:23:56 AM FILED/CERT