

20170830000315950  
08/30/2017 11:19:57 AM  
MORTAMEN 1/7

After Recording Return To:  
First Federal Bank of Florida  
4705 US Hwy 90 West  
Lake City, FL 32055

This Document Prepared By:  
Paula Hacker  
Title: \_\_\_\_\_  
Construction Administrator  
First Federal Bank of Florida  
4705 US Hwy 90 West  
Lake City, FL 32055

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Loan Amount: \$321,600.00      Loan No: 1110008864  
MIN Number: 100908511100088647

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

This Loan Modification Agreement ("Agreement"), made this 18th day of August, 2017, between Yolanda Moore and Fred L Moore, Wife and Husband, whose address is 220 Oxford Way, Pelham, AL 35124 ("Borrower") and First Federal Bank of Florida, whose address is 4705 US Hwy 90 West, Lake City, FL 32055 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated November 21, 2016 and recorded in Instrument #20161123000430880, of the Official 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  
**220 Oxford Way, Pelham, AL 35124,**  
(Property Address)

the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION 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 **August 18, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$321,600.00**, 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 **4.250%**, from



\* 1 1 1 0 0 0 8 8 6 4 \*  
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Alabama  
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\* M C L O A N M O D \*  
Form 3179 1/01 (rev. 4/14)  
(page 1 of 6)

**August 18, 2017.** Borrower promises to make monthly payments of principal and interest of U.S. \$1,582.08, beginning on the 1st day of October, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.250% will remain in effect until principal and interest are paid in full. If on September 1, 2047 (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.



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\* M C L O A N M O D \*  
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(page 2 of 6)

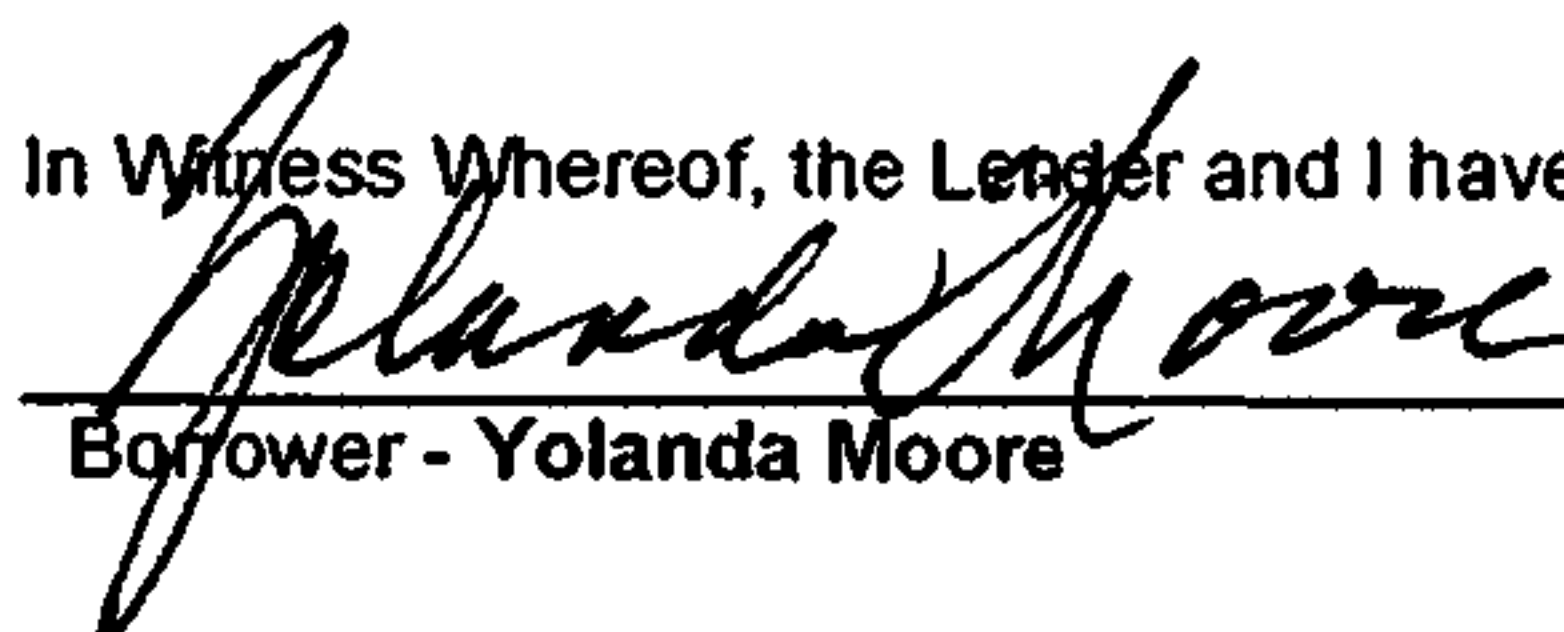
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, 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.

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

- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. 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, tel. (888) 679-MERS.

In Witness Whereof, the Lender and I have executed this Agreement.

 (Seal)  
Borrower - Yolanda Moore

 (Seal)  
Fred L. Moore - Notwithstanding any provision to the contrary, Fred L. Moore is not assuming any personal responsibility for payment of the debt secured hereby.



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\* M C L O A N M O D \*  
Form 3179 1/01 (rev. 4/14)  
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Darlene Moody -Witness Priscilla Hagler -Witness  
[Space Below This Line For Acknowledgments]

State of Alabama

County of Jefferson

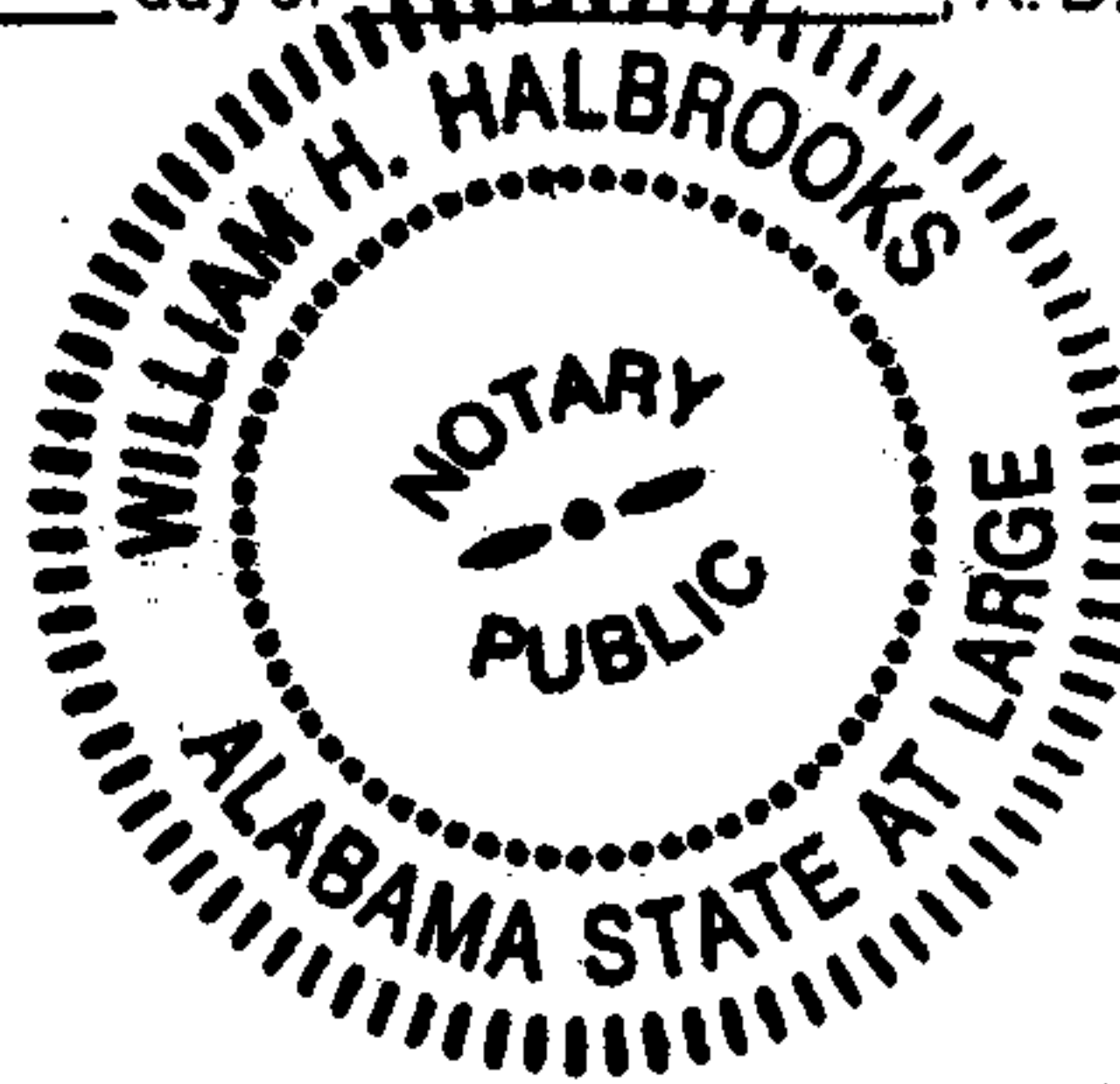
I, William H. Halbrooks, hereby certify that

Yolanda Moore

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on

the day the same bears Date. Given under my hand this 18th day of AUGUST, A. D. 2017.

William H. Halbrooks  
(signature of officer) William H. Halbrooks  
My commission expires: 4/21/20



Origination Company: First Federal Bank of Florida-East  
NMLSR ID: 408902  
Originator: Stanley Lyn Lindsey  
NMLSR ID: 203006

State of ~~Alabama~~ FL

County of BAY

I, Priscilla Hagler hereby certify that

Fred L Moore

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on

the day the same bears Date. Given under my hand this 28 day of AUGUST, A. D. 2017.

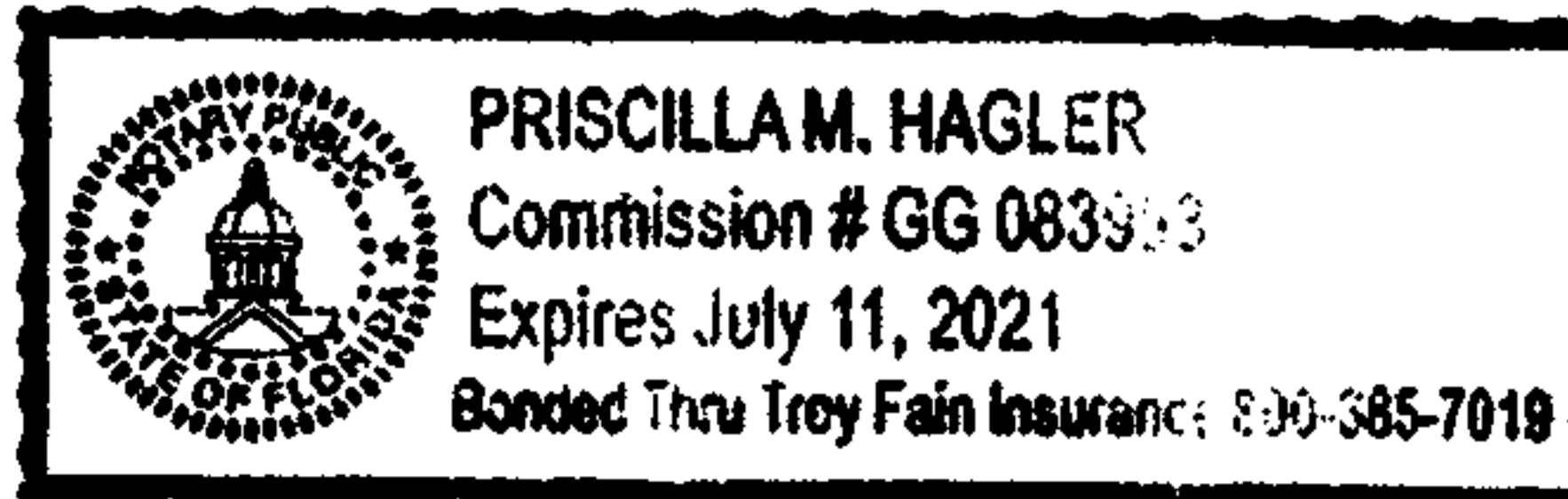
Priscilla Hagler  
(signature of officer)  
My commission expires: July 11, 2021



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\* M C L O A N M O D \*  
Form 3179 1/01 (rev. 4/14)  
(page 4 of 6)



First Federal Bank of Florida

By: *Karen L. Stone* (Seal) - Lender  
Name: Karen L. Stone  
Title: Assistant Vice-President

8/18/17  
Date of Lender's Signature  
[Space Below This Line For Acknowledgments]

State of Florida

County of Columbia

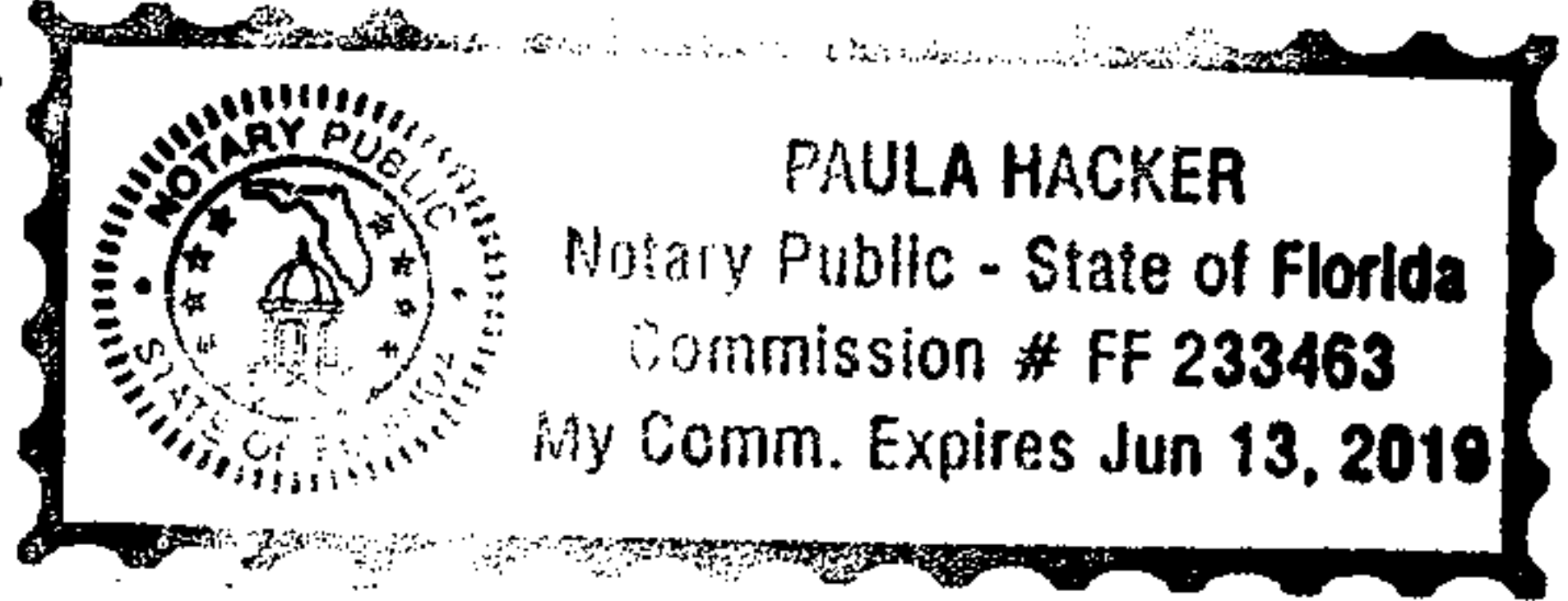
I, Paula Hacker, hereby certify that

Karen L. Stone, the Assistant Vice-President of  
First Federal Bank of Florida

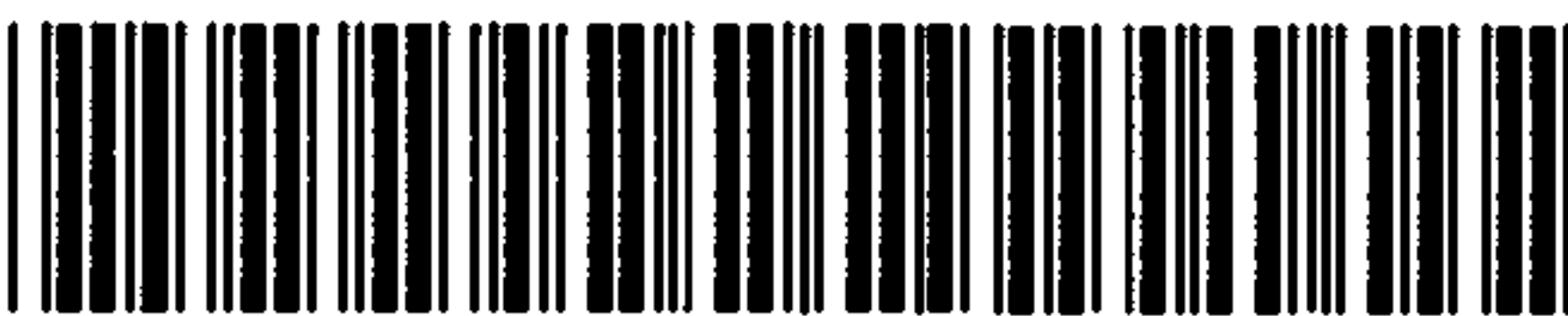
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this

18th day of August, A. D. 2017.

*Paula Hacker*  
(signature of officer)



My commission expires: 6-13-19



*Karen L. Stone*

Mortgage Electronic Registration Systems, Inc - Nominee for Lender  
Karen L. Stone

Title: Assistant Secretary

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

State of Florida

County of Columbia

I, Paula Hacker, hereby certify that

Karen L. Stone, the Assistant Secretary of

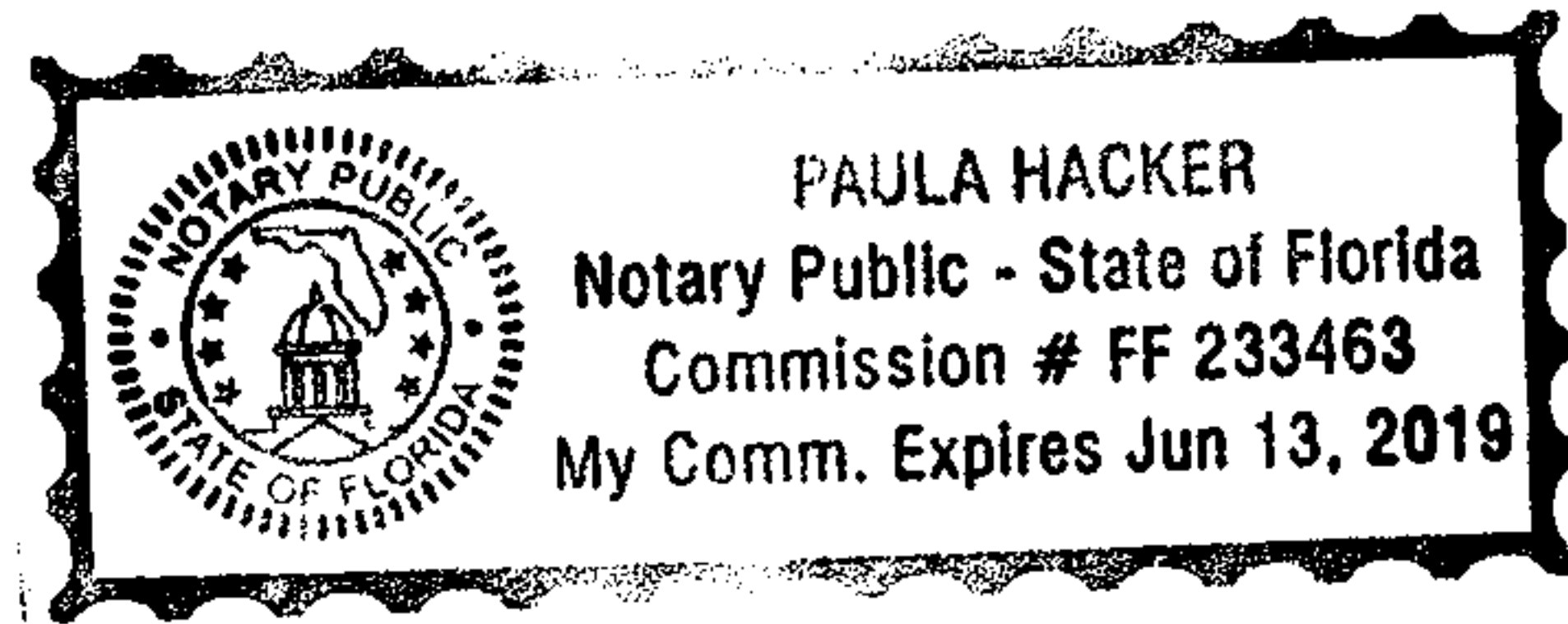
Mortgage Electronic Registration Systems, Inc.

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this

18th day of August, A. D. 2017.

*Paula Hacker*  
(signature of officer)

My commission expires: 6-13-19



**Exhibit "A"**

**Attached Legal Description**

Lot 2700, according to the Survey of Weatherly Highlands The Ledges  
Sector 26, Phase Three, as recorded in Map Book 38, Page 71 A, B, and C  
in the Probate Office of Shelby County, Alabama.

Subject to: all easements, restrictions and rights of way of record.

The proceeds of this loan have been applied against the purchase price of the  
property described herein, conveyed to mortgagor(s) simultaneously herewith.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
08/30/2017 11:19:57 AM  
\$34.00 CHARITY  
20170830000315950

A handwritten signature in black ink, appearing to read "J. Fuhrmeister", is written over the bottom right portion of the official text.