

20200526000206780
05/26/2020 07:56:13 AM
MORTAMEN 1/6

This Document Prepared By:
EDNA KENDRICK
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Source of Title: **INSTRUMENT NO. 20100505000140170**
Tax/Parcel #: **13 7 26 2 001 002.022**

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$163,600.00 **FHA\VA Case No.: 703 011-6791435**
Unpaid Principal Amount: \$142,829.64 **Loan No: 0440234174**
New Principal Amount: \$116,313.47
New Money (Cap): \$3,948.08

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **30TH** day of **APRIL, 2020**, between **CYNTHIA D. CLAYTON AND GREGORY A. CLAYTON AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** ("Borrower"), whose address is **1704 NATIVE DANCER DR, HELENA, ALABAMA 35080** and **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA** ("Lender"), whose address is **532 RIVERSIDE AVE., JACKSONVILLE, FL 32202**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **APRIL 30, 2010** and recorded on **MAY 5, 2010** in **INSTRUMENT NO. 20100505000140180**, 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

1704 NATIVE DANCER DR, HELENA, ALABAMA 35080

(Property Address)

the real property described 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, **MAY 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$116,313.47**, 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. **\$3,948.08**.
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 **4.0000%**, from **MAY 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 555.30**, beginning on the **1ST** day of **JUNE, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full. If on **MAY 1, 2050** (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.**
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.

Borrower: CYNTHIA D. CLAYTON

Borrower: GREGORY A. CLAYTON signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

5/11/2020
Date
5/11/2020
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Jefferson County)

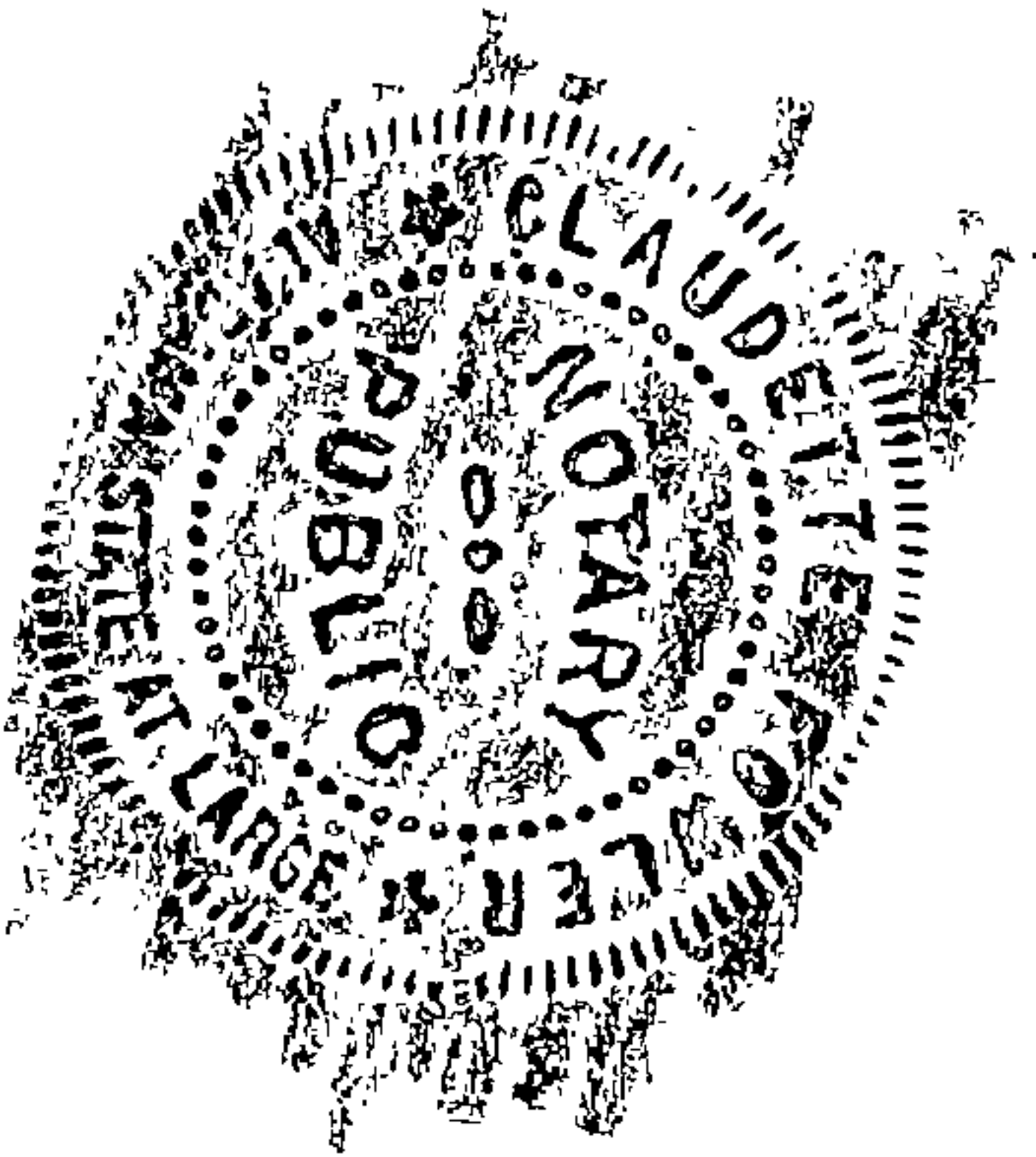
I, a Notary Public, hereby certify that CYNTHIA D. CLAYTON; GREGORY A. CLAYTON whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on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

Given under my hand this 11th day of May, 2020.

Claudette Fowler
Notary Public

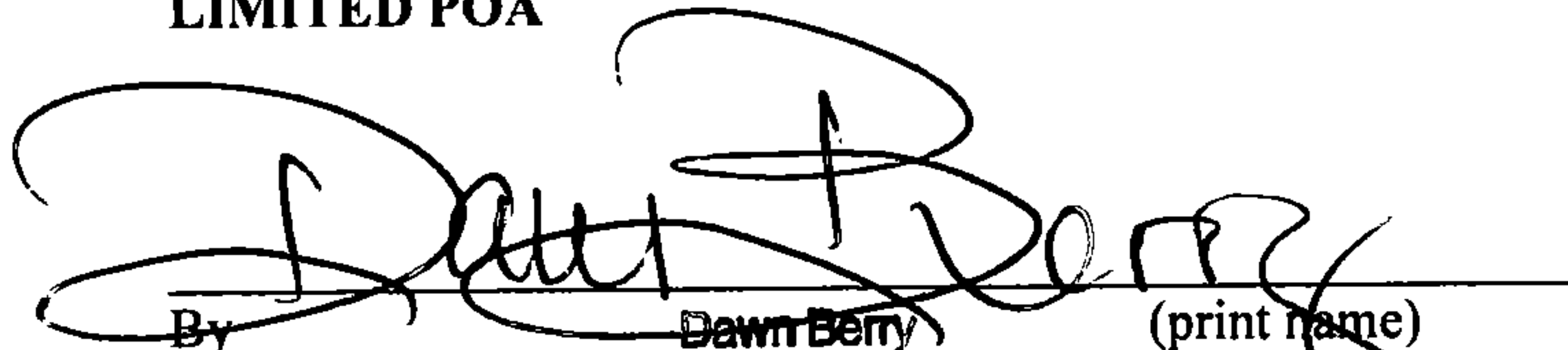
Print Name Claudette Fowler

My commission expires: 9/15/21



In Witness Whereof, the Lender has executed this Agreement.

LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

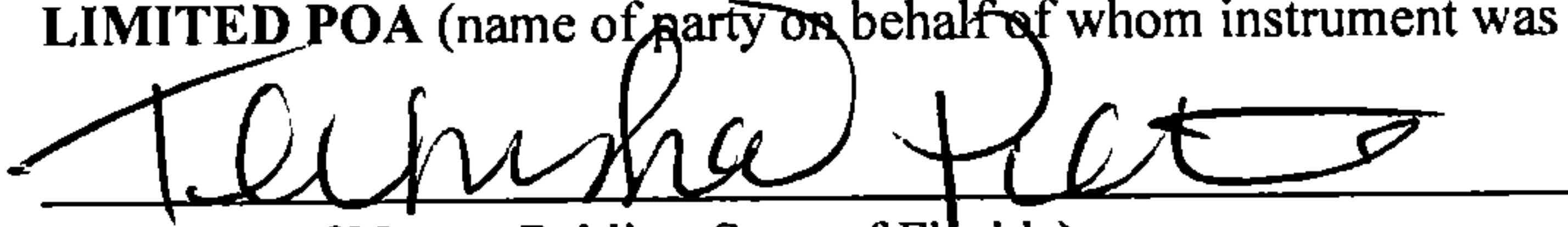

By Dawn Berry (print name)
Bank Officer (title)

5-14-2020
Date

_____[Space Below This Line for Acknowledgments]_____

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of May, 2020 (year), by Dawn Berry (name of person) as Bank Officer (type of authority,...e.g. officer, trustee, attorney in fact) for **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA** (name of party on behalf of whom instrument was executed).


(Signature of Notary Public - State of Florida)

Ternisha Porter

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced _____

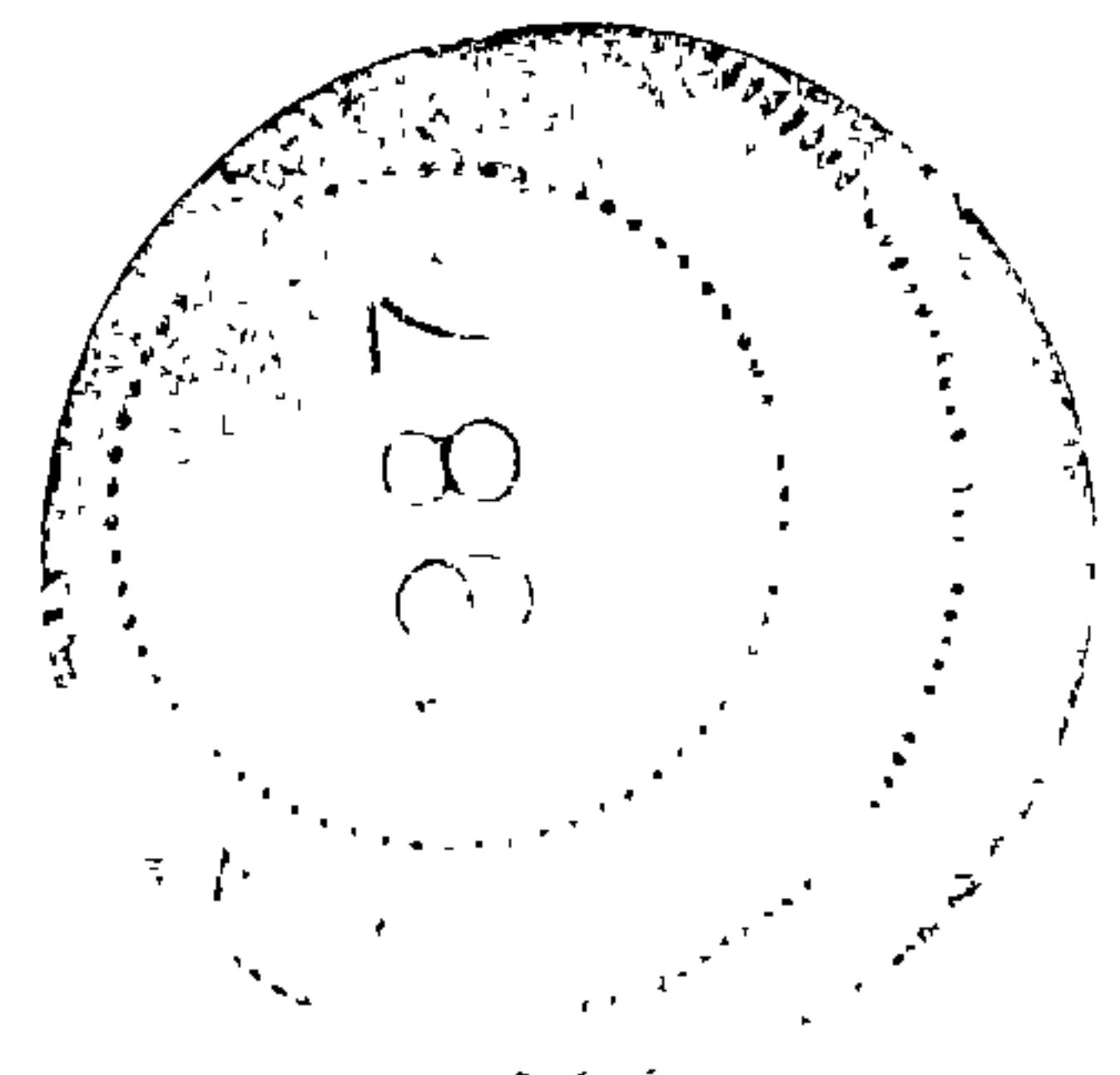
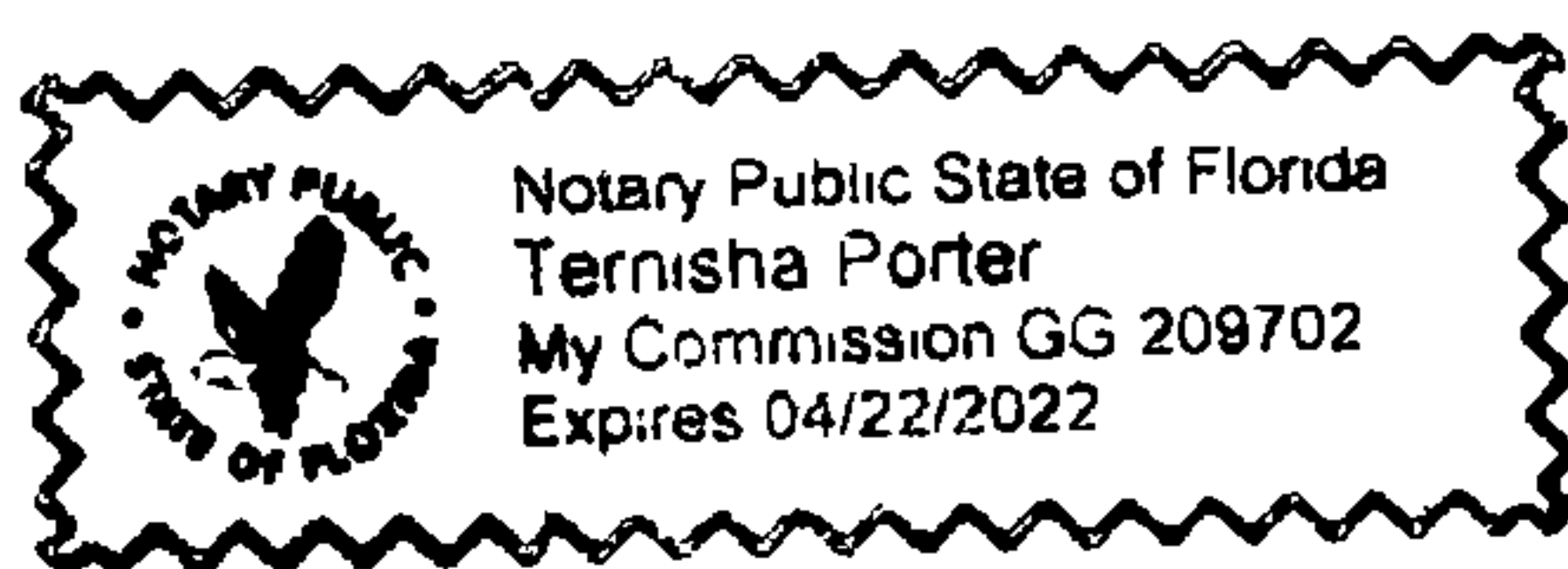


EXHIBIT A

**BORROWER(S): CYNTHIA D. CLAYTON AND GREGORY A. CLAYTON AS JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP**

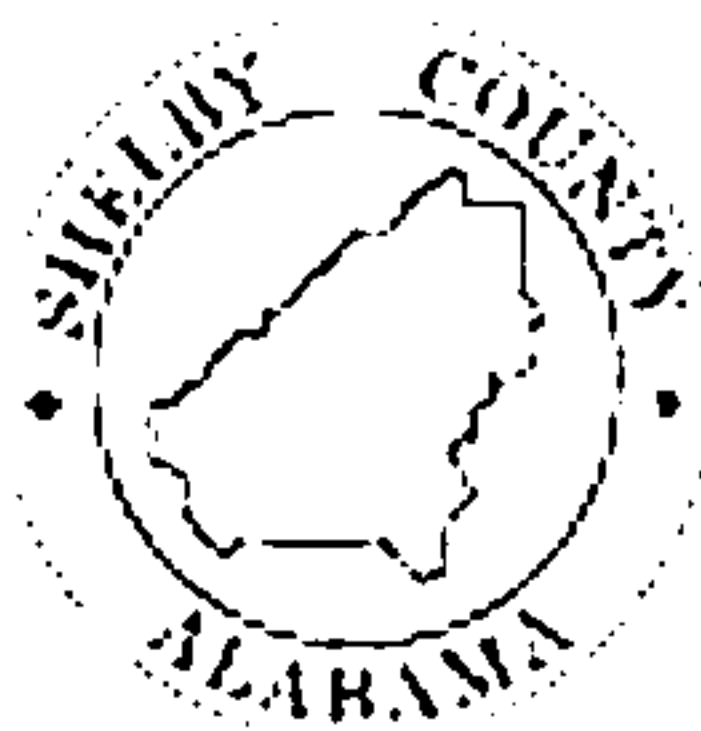
LOAN NUMBER: 0440234174

LEGAL DESCRIPTION:

**The land referred to in this document is situated in the CITY OF HELENA, COUNTY OF SHELBY,
STATE OF ALABAMA, and described as follows:**

**LOT 49, ACCORDING TO THE SURVEY OF DEARING DOWNS, 6TH ADDITION, PHASE I, AS
RECORDED IN MAP BOOK 10, PAGE 78, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.**

ALSO KNOWN AS: 1704 NATIVE DANCER DR, HELENA, ALABAMA 35080



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/26/2020 07:56:13 AM
\$212.50 CHERRY
20200526000206780

Allen S. Bayl