

AFTER RECORDING RETURN TO:  
TITLE365  
345 ROUSER ROAD  
BUILDING 5  
CORAOPOLIS, PA 15108

20200702000273990  
07/02/2020 09:57:53 AM  
MORTAMEN 1/7

Prepared by  
Desiree Schroeder  
Assistant Vice President  
Lakeview Loan Servicing, LLC  
4425 Ponce De Leon Blvd, 5<sup>th</sup> Floor  
Coral Gables, FL 33146

[Space Above This Line For Recording Data] DS1610-20004166

VA: 022 222260677703  
TAX ID 095150002025000

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

This Loan Modification Agreement ('Agreement'), made this June 5, 2020 between **CRETEST THEODORE LLOYD III** ('Borrower(s)') and Lakeview Loan Servicing, LLC ('Lender'), 4425 Ponce De Leon Blvd, 5<sup>th</sup> Floor, Coral Gables, FL 33146, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the 'Security Instrument'), and Timely Payment Rewards Rider, if any, dated December 11, 2015 and recorded in Instrument Number 20151218000432760 at County of Shelby State of AL 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 **4107 FOREST LAKES RD, STERRETT AL 35147** and more particularly described as follows:

-All that tract or parcel of land as shown on Schedule A which is annexed hereto and incorporated herein as Exhibit A-

Mortgage Electronic Registration Systems, Inc ("MERS") AS Nominee for Movement Mortgage LLC, Its Successors and Assigns to Lakeview Loan Servicing, LLC Dated: 11/15/2018  
Recorded: 11/19/2018 Instrument #: 20181119000406920

With the original principal balance of U.S. \$129,000.00, with pre-modification principal of U.S. \$122,211.15, and with capitalized amount of U.S. \$21,925.38.

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 first day of June, 2020 the amount payable under the Note and the Security Instrument (the 'Unpaid Principal Balance') is U.S. \$144,136.53 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 and continuing thereafter until the Maturity Date (as hereinafter defined), on the first day of May 2050, at the yearly

CRETEST THEODORE LLOYD III;

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rate of 3.750% from first day of May, 2020. Borrower promises to pay monthly payments of principal and interest in the amount of U.S \$667.52 beginning on the first day of June, 2020 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. The new Maturity Date will be May 01, 2050.

Borrower's payment schedule for the modified Loan is as follows for the term of 30 years:

Interest Rate Change	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1	3.750%	first day of May, 2020	\$667.52	first day of June, 2020	360

- If on May 01, 2050 (the 'Maturity Date'), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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.

Initials

accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called 'Escrow Items.' Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase 'covenant and agreement' is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA. If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

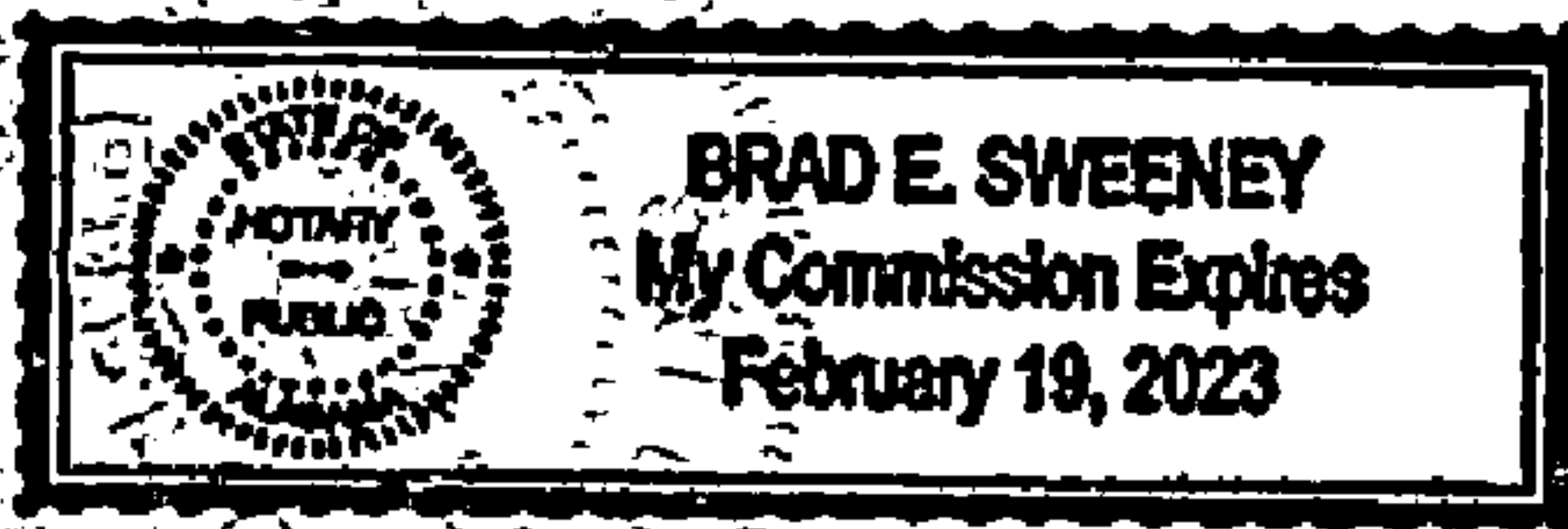
5/7  
Cretest Theodore Lloyd III (Seal)  
 CRETEST THEODORE LLOYD III—Borrower

State of ALABAMA  
 County of SHELBY

On the 5<sup>th</sup> day of JUNE in the year 2020 before me, the undersigned, personally appeared **CRETEST THEODORE LLOYD III** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument

Brad E. Sweeney  
 Notary Public

My Commission expires: 02/19/2023

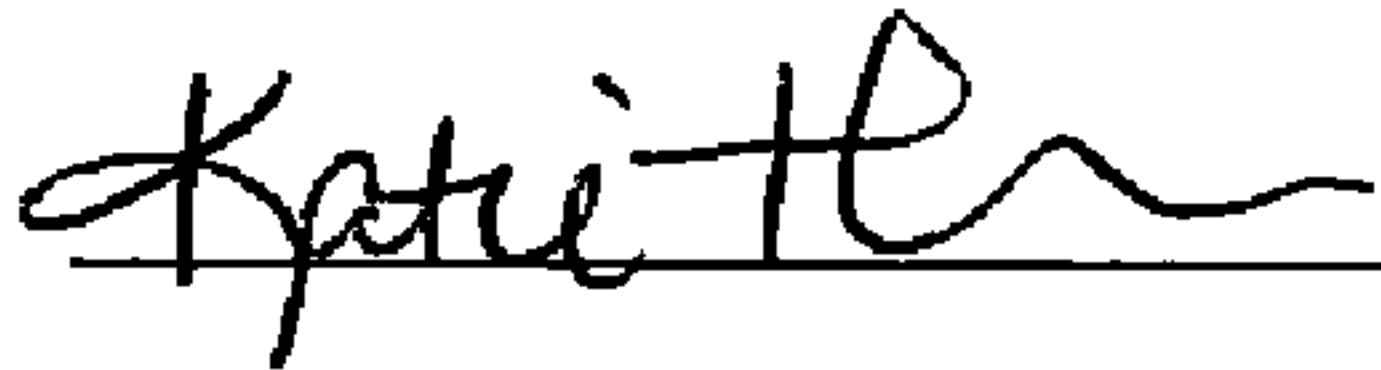


CRETEST THEODORE LLOYD III;

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LENDER

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Lakeview Loan Servicing, LLC

By: M&T Bank as attorney in fact

LENDER *POA Recorded 2-22-17*  
*Instrument # 20170222000062950*

Katie Hoover  
Banking Officer

By: \_\_\_\_\_

Lakeview Loan Servicing, LLC

By: M&T Bank as attorney in fact

6/17/2020

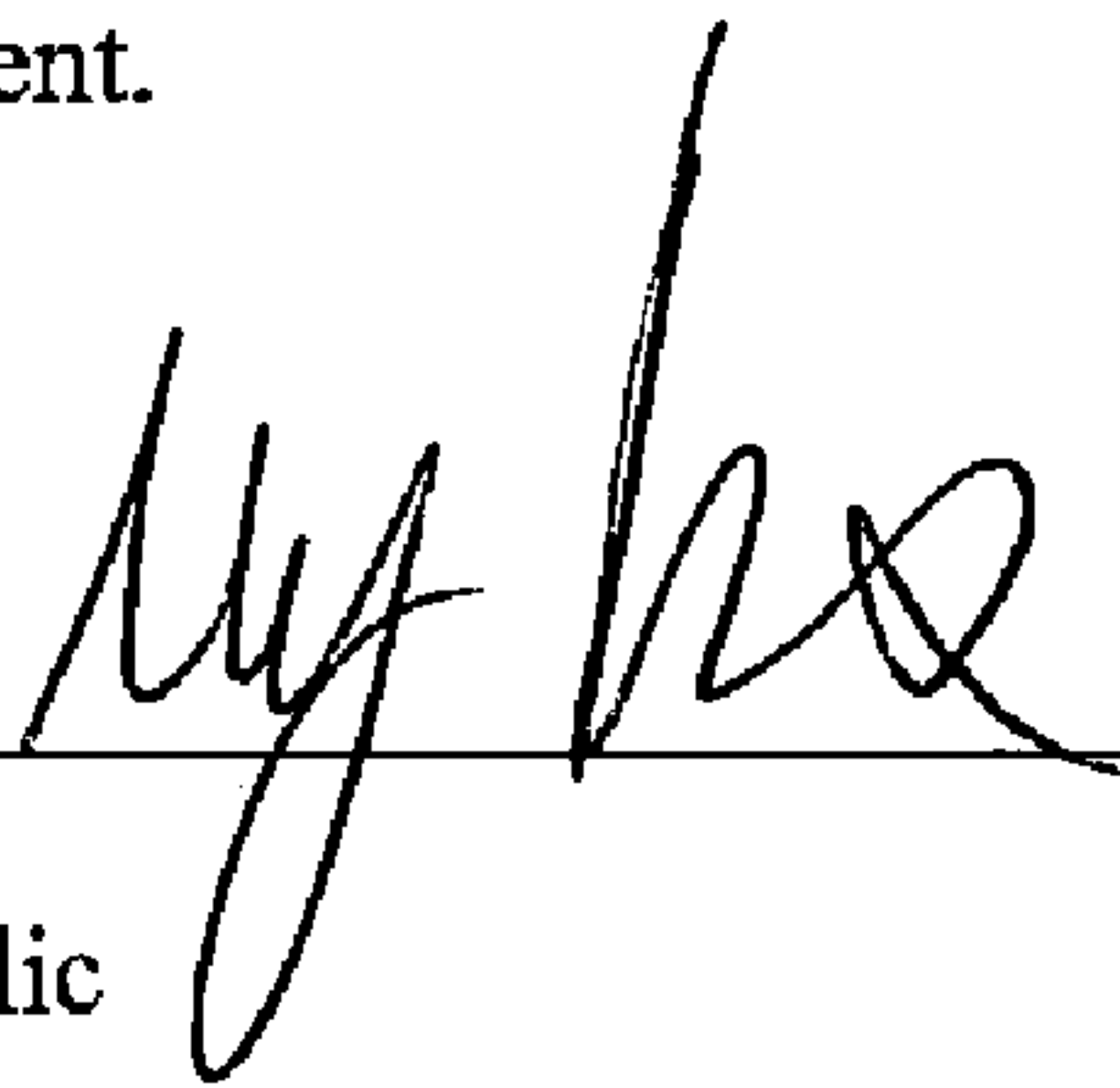
Date of Lender's Signature

-----[Space Below This Line For Acknowledgments]-----

State of New York

County of Erie

On the 17 day of June in the year 2020 before  
me, the undersigned, personally appeared Katie Hoover personally  
known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose  
name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the  
instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed  
the instrument.



Notary Public

MARY HALLIFAX  
NOTARY PUBLIC STATE OF NEW YORK  
NIAGARA COUNTY  
LIC. #01HA6389915  
COMM. EXP. 04/08/2023

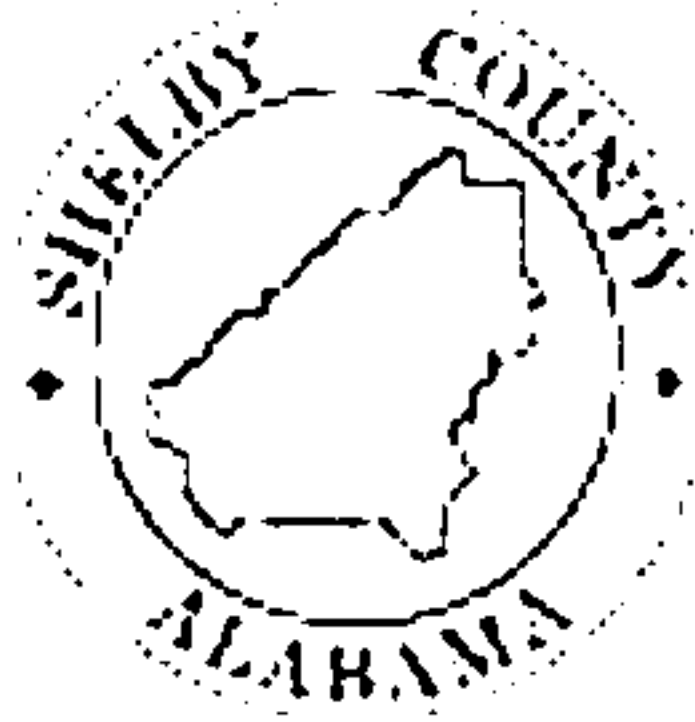
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**EXHIBIT "A"**

Lot 605, according to the Survey of Forest Lakes, 11th Sector, as recorded in Map Book 32, Page 137, in the Probate Office of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/02/2020 09:57:53 AM  
\$256.30 JESSICA  
20200702000273990

*Allen S. Beryl*

CRETEST THEODORE LLOYD III;

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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Form 3179 06/06 (rev. 01/09)