

Page 1 of 4

BB&T Loan Number: 6997142460

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 3.000%, from June 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$293.00, beginning on July 1, 2021 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.000% will remain in effect until principal and interest are paid in full. If on June 1, 2051 (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.

**The Borrower will make such payments to and at Branch Banking and Trust Company, Home Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.**

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. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

6. 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

Borrower Initial: ONE





20210714000342230 3/8 \$147.25  
Shelby Cnty Judge of Probate, AL  
07/14/2021 11:31:05 AM FILED/CERT

BB&T Loan Number: 6997142460

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.

Borrower Initial: SM

BB&T Loan Number: 6997142460

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 7<sup>th</sup> day of June, 2021.

[Signature]  
Witness Signature

BY: Shawna N. Evans  
SHAWNA N EVANS

Roger D Evans  
Witness Printed Name

Diane J Evans  
Witness Signature

Diane Evans  
Witness Printed Name

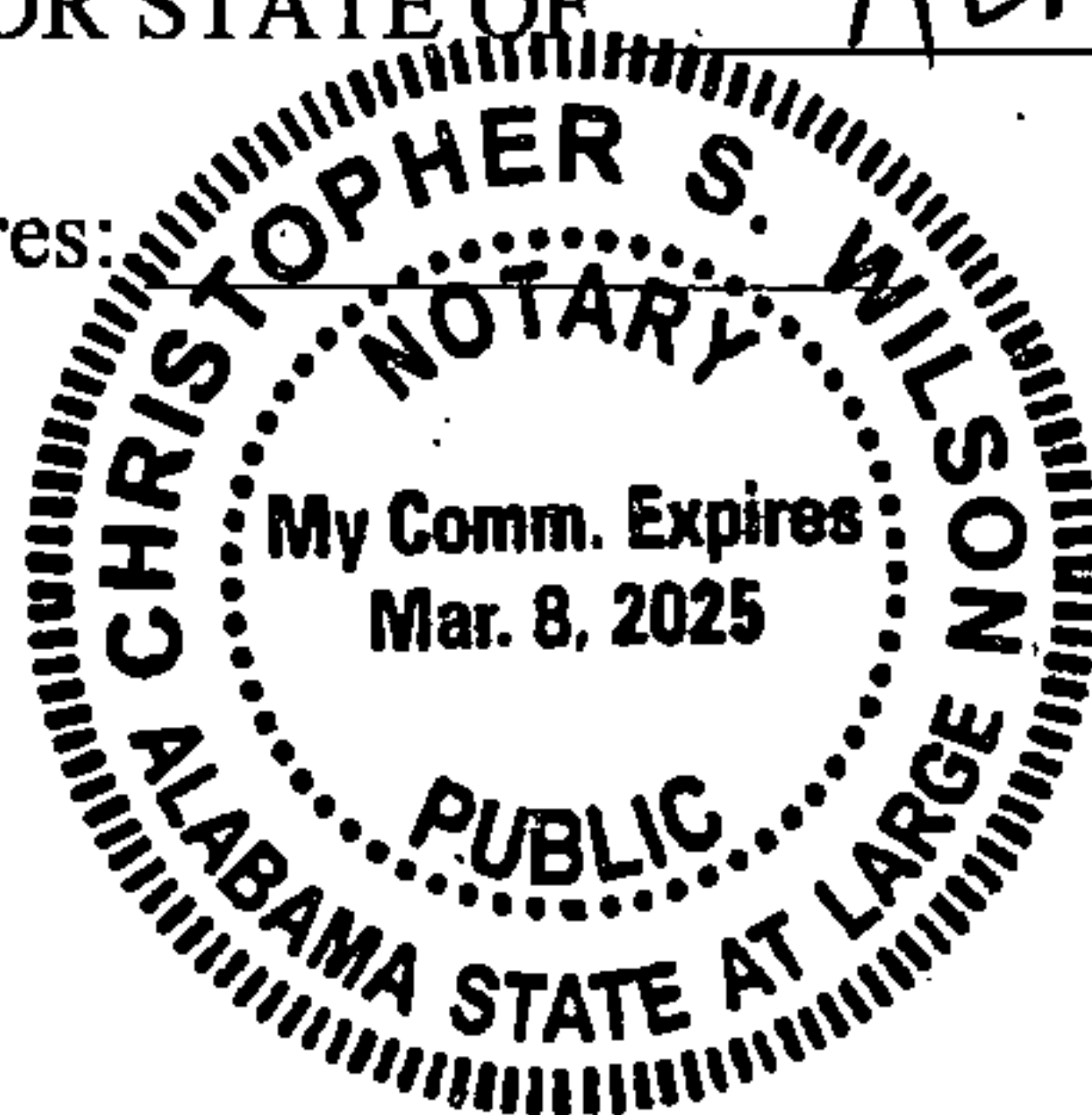
STATE OF ALABAMA,

COUNTY OF SHELBY,

I, Christopher S. Wilson, a Notary Public of said county do hereby certify that SHAWNA N EVANS, Borrower(s) has acknowledged the execution of the foregoing AGREEMENT, by means of physical presence this 7<sup>th</sup> day of June, 2021.

NOTARY PUBLIC FOR STATE OF ALABAMA

My Commission Expires:



[Signature]  
Notary Public

Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.



20210714000342230 5/8 \$147.25  
Shelby Cnty Judge of Probate, AL  
07/14/2021 11:31:05 AM FILED/CERT

## **Exhibit "A"**

### **Legal Description**

The following described real estate, situated in Shelby County, Alabama, to wit

Lot 109, according to the Survey of Summer Brook, Sector 5, Phase 7 as recorded in Map Book 23, Page 49 in the Probate Office of Shelby County, Alabama

Being the same property as conveyed from Nicole Brock, as Auctioneer to Deutsche Bank National Trust Company, as Trustee for, Amenquest Mortgage Securities Inc Asset-Backed Pass-Through Certificates, Series 2002-D, as described in Instrument 20120215000055670, Recorded 02/15/2012 in SHELBY County Records

Tax ID 23-01-11-2-003 042



20130327000127910 9/9 \$186.45  
Shelby Cnty Judge of Probate, AL  
03/27/2013 12 51 14 PM FILED/CERT

May 25, 2021

20210714000342230 6/8 \$147.25  
Shelby Cnty Judge of Probate, AL  
07/14/2021 11:31:05 AM FILED/CERT

BB&T Loan No.: 6997142460

SHAWNA N EVANS  
117 WINTERHAVEN COVE  
ALABASTER, AL 35007

*Exhibit "B"*  
**ERRORS AND OMISSIONS  
COMPLIANCE AGREEMENT**

In consideration of Truist Bank, formerly known as Branch Banking and Trust Company (the "Lender") agreeing to modify the referenced loan (the "Loan") to SHAWNA N EVANS, the Borrower(s) agree that if requested by the lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such request made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.

BY:

*Shawna N. Evans*  
SHAWNA N EVANS

*6/7/21*  
Date:



**NOTICE TO BORROWER IN SPECIAL FLOOD HAZARD AREA  
NFIP PARTICIPATING COMMUNITY**

Borrower: SHAWNA N EVANS

Loan #: 6997142460

Property Location:  
117 WINTERHAVEN COV  
ALABASTER AL 35007

This Notice Date is as of: 5/25/2021

National Flood Insurance Program (NFIP) Community:  
010192

We are giving you this notice to inform you that:

The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards. The area has been identified by the Administrator of the Federal Emergency Management Agency (FEMA) as a special flood hazard area using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map for the following community: 010192. This area has a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a special flood hazard area is 26 percent (26%).

Federal law allows a lender and borrower jointly to request the Administrator of FEMA to review the determination of whether the property securing the loan is located in a special flood hazard area. If you would like to make such a request, please contact us for further information.

The community in which the property securing the loan is located participates in the National Flood Insurance Program (NFIP). Federal law will not allow us to make you the loan that you have applied for if you do not purchase flood insurance. The flood insurance must be maintained for the life of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance for you at your expense.

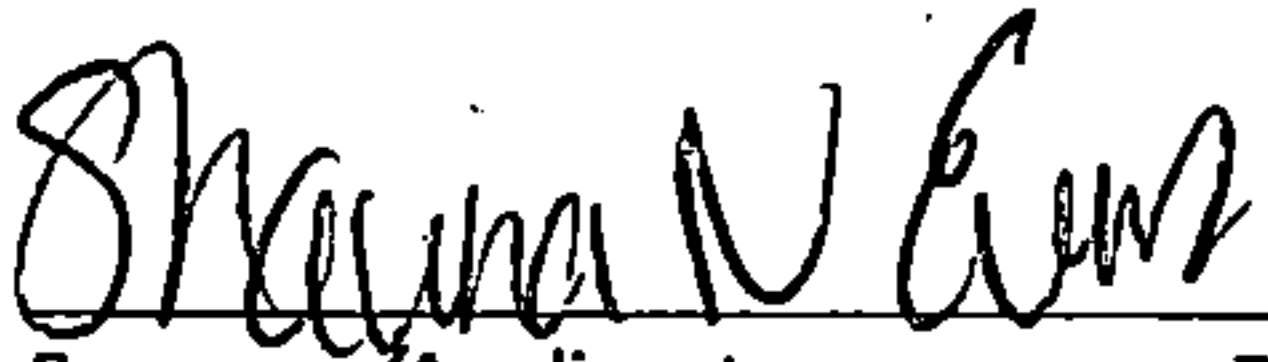
- At a minimum, flood insurance purchased must cover the lesser of: (1) the outstanding principal balance of the loan; or (2) the maximum amount of coverage allowed for the type of property under the NFIP. Flood insurance coverage under the NFIP is limited to the building or mobile home and any personal property that secures your loan and not the land itself.
- Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.
- Although you may not be required to maintain flood insurance on all structures, you may still wish to do so, and your mortgage lender may still require you to do so to protect the collateral securing the mortgage. If you choose not to maintain flood insurance on a structure and it floods, you are responsible for all flood losses relating to that structure.

**Availability of Private Flood Insurance Coverage**

Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance that provides the same level of coverage as a standard flood insurance policy under the NFIP may be available from private insurers that do not participate in the NFIP. You should compare the flood insurance coverage, deductibles, exclusions, conditions, and premiums associated with flood insurance policies issued on behalf of the NFIP and policies issued on behalf of private insurance companies and contact an insurance agent as to the availability, cost, and comparisons of flood insurance coverage.

**Escrow Requirement for Residential Loans**

Federal law may require a lender or its servicer to escrow all premiums and fees for flood insurance that covers any residential building or mobile home securing a loan that is located in an area with special flood hazards. If your lender notifies you that an escrow account is required for your loan, then you must pay your flood insurance premiums and fees to the lender or its servicer with the same frequency as you make loan payments for the duration of your loan. These premiums and fees will be deposited in the escrow account, which will be used to pay the flood insurance provider.

 6/7/21  
Borrower/Applicant Date  
SHAWNA N EVANS

\_\_\_\_\_  
Borrower/Applicant Date

\_\_\_\_\_  
Borrower/Applicant Date

\_\_\_\_\_  
Borrower/Applicant Date

\_\_\_\_\_  
Borrower/Applicant Date

\_\_\_\_\_  
Borrower/Applicant Date



20210714000342230 8/8 \$147.25  
Shelby Cnty Judge of Probate, AL  
07/14/2021 11:31:05 AM FILED/CERT

BB&T Mortgage Loan No.: 6997142460

(Corporate Acknowledgement)

Witness our hands and seals to this Agreement this 25<sup>th</sup> day of June, 2021.

WITNESSED BY:

Wandaisha Sullivan  
Printed Name: Wandaisha Sullivan

Bridget Russell  
Printed Name: Bridget Russell

Truist Bank ("BB&T now Truist" or "BB&T")

BY:

Jim Adam

Vice President

STATE OF South Carolina)

COUNTY OF Greenville)

Jim Adam

I, Kimberly Rachelle McCleer, Notary Public of said County, do hereby certify  
Lender/Note Holder personally appeared before me this day and acknowledged that he/she is a Vice President of  
Branch Banking and Trust Co. On behalf of the corporation I acknowledge the due execution of the foregoing  
instrument.

SWORN TO BEFORE ME THIS 25<sup>th</sup> day of June, 2021.

My Commission Expires

**KIMBERLY RACHELLE MCCLEER**  
Notary Public - State of South Carolina  
My Commission Expires October 17, 2026

Kimberly Rachelle McCleer  
Notary Public

Please Note: Branch Banking and Trust Company has changed its name and is now known as Truist Bank.