

After recording please return to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

20210721000352290
07/21/2021 08:43:51 AM
MORTAMEN 1/6

This instrument was prepared by:
U.S. BANK N.A.
Garrett Scott
4801 FREDERICA ST
OWENSBORO, KY 42301

_____[Space Above This Line For Recording Data]_____
Original Principal Amount \$66,963.00
Unpaid Principal Amount \$49,933.15
New Principal Amount \$49,933.15
Total Cap Amount \$N/A

Loan No: 6003104166

2103541900

RHS Case #: 118256825

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **29th** day of **June, 2021**, between **J. NICHOLAS KIVETTE AND JESSICA G. KIVETTE, HUSBAND AND WIFE** ("Borrower"), **U.S. BANK N.A.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **July 31, 2002** and in the amount of **\$66,963.00** and recorded on **August 6, 2002** in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. **20020806000368060**), of the **Official** Records of **SHELBY, 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:

375 BIRMINGHAM ST, MONTEVALLO, AL 35115

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:



PIN #: 36 2 09 3 001 002.002

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 **July 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$49,933.15**, 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 **4.375%**, from **July 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$437.25**, beginning on the **1st** day of **August, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.375%** will remain in effect until principal and interest are paid in full. If on **November 1, 2033** (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.

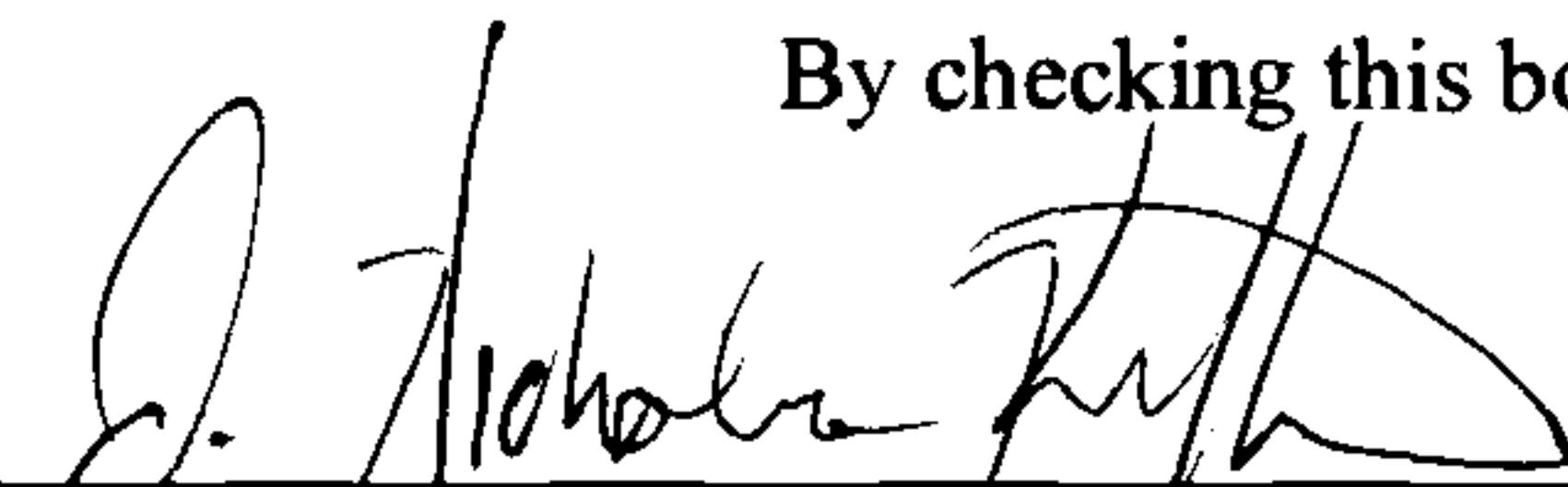
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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.



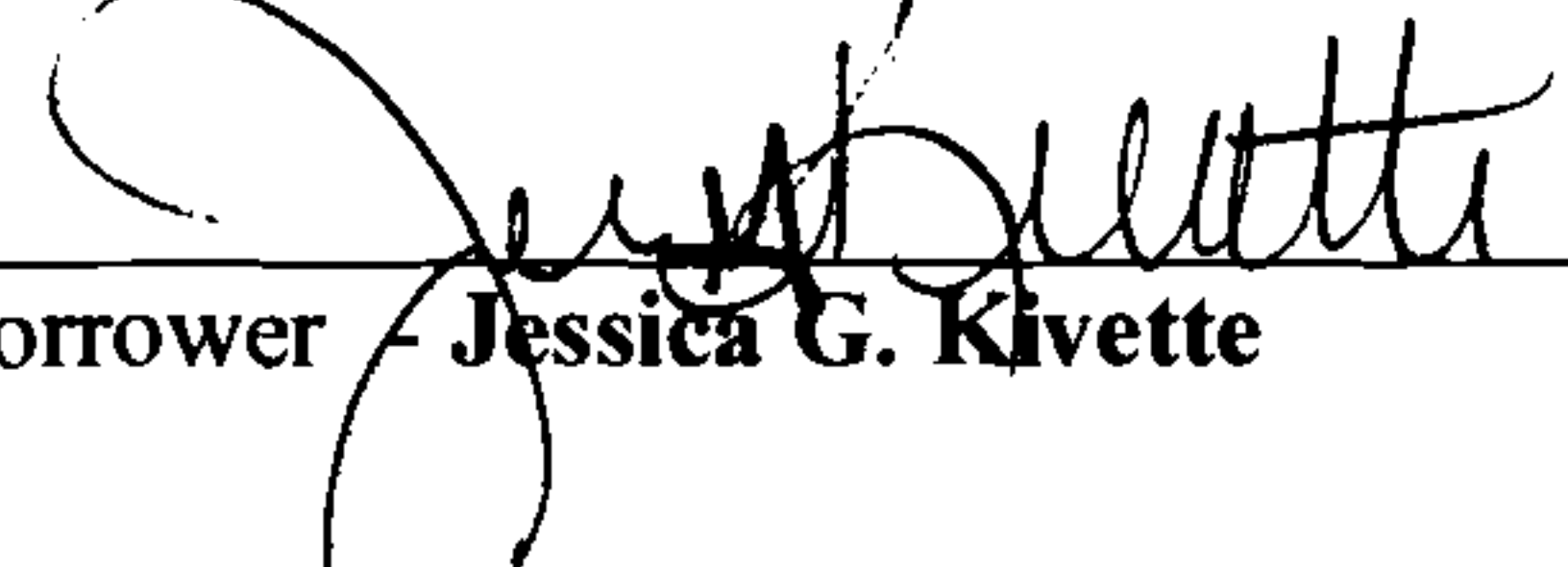
- b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any 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.

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


Borrower - J. Nicholas Kivette

Date: 7/2/21


Borrower - Jessica G. Kivette

Date: 7/2/21



ACKNOWLEDGMENT

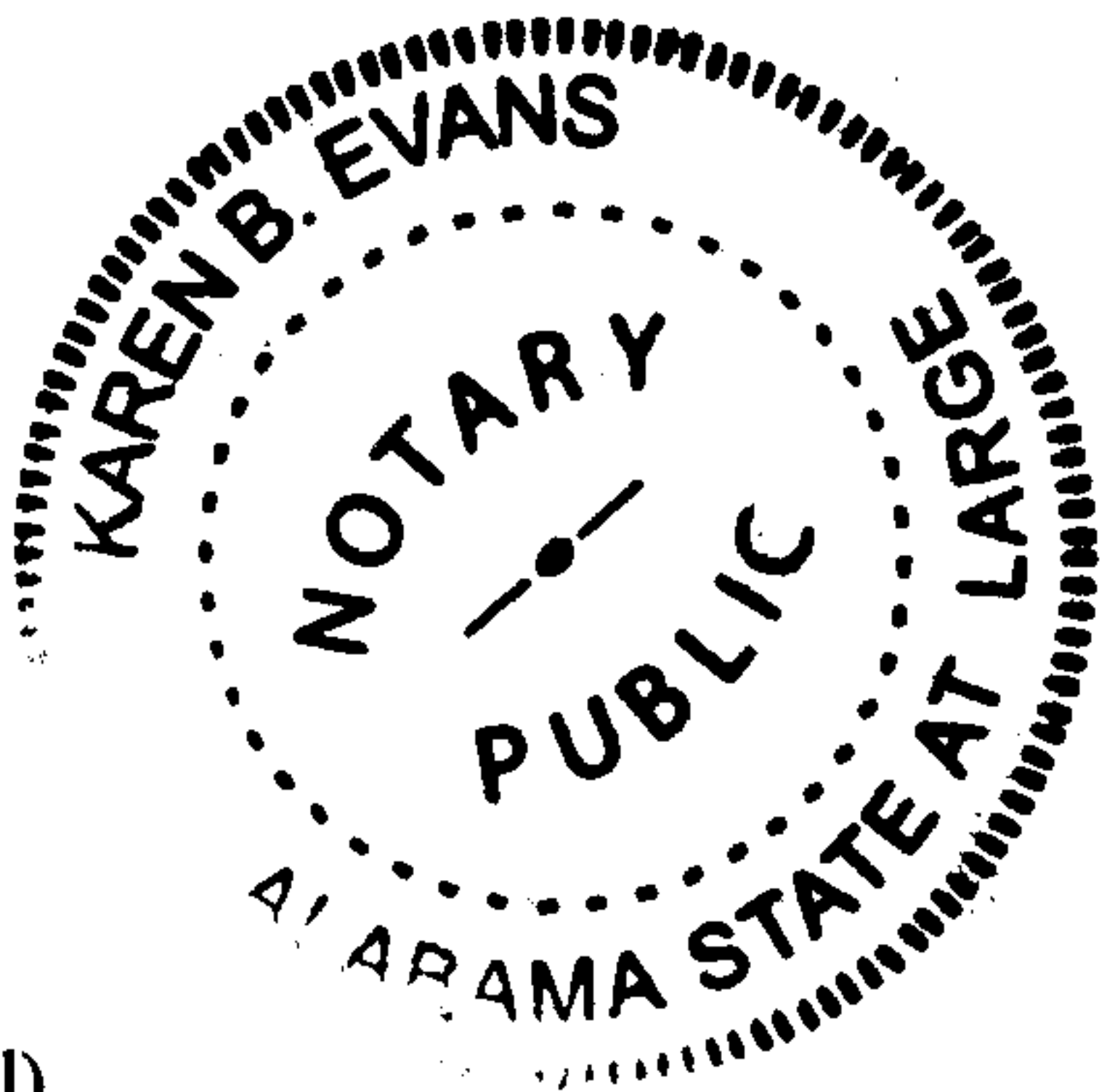
State of Alabama

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§
§

County of Shelby

I Karen B Evans hereby certify that **J. NICHOLAS KIVETTE AND JESSICA G. KIVETTE** 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 2nd day of July, A. D. 2021.



(Seal)

Karen B Evans

Signature of Officer

KAREN B EVANS

Printed Name

Notary Public

Title of Officer

My Commission Expires: 8-8-23

KAREN B. EVANS
Notary Public, Alabama State At Large
My Commission Expires Aug. 08, 2023



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
U.S. BANK N.A.

By: Misty Sandefur -Lender
JUL 1 5 2021 Date of Lender's Signature
Misty Sandefur
Mortgage Document
Officer

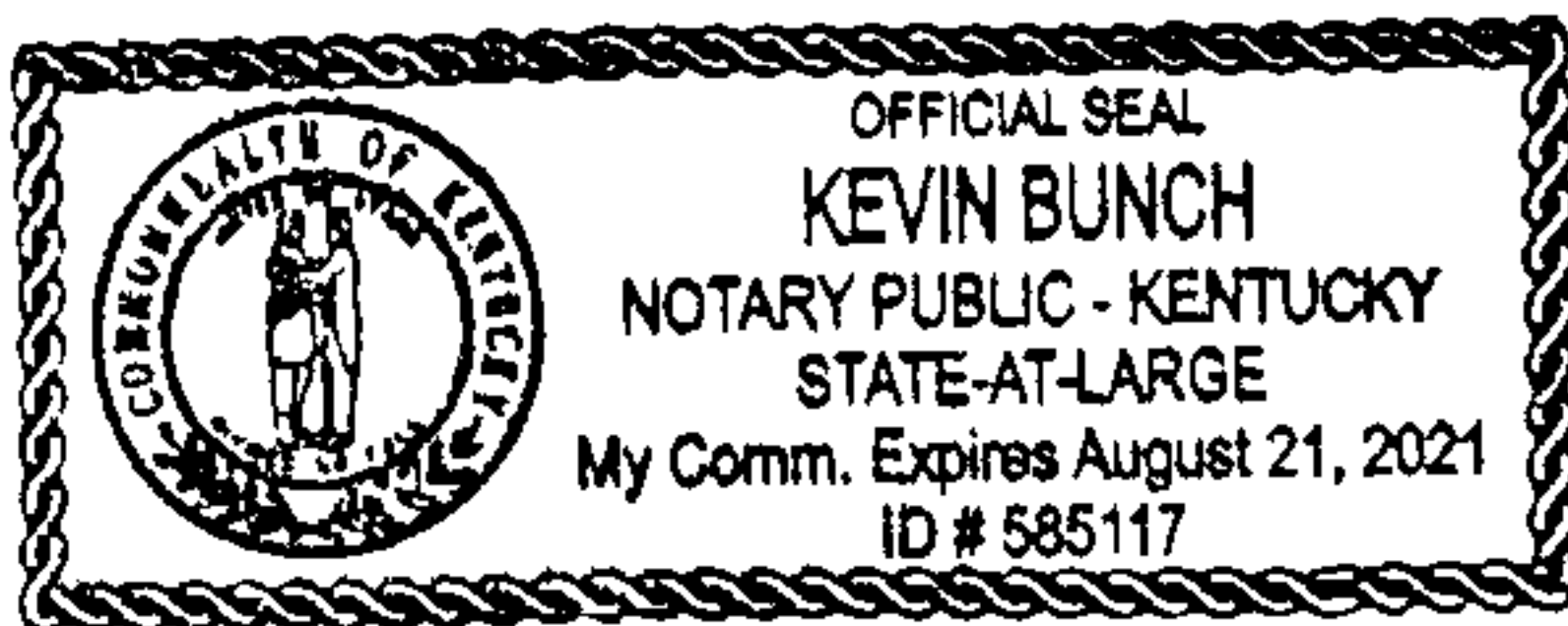
ACKNOWLEDGMENT

State of Ky
County of Daviess

§
§
§

JUL 1 5 2021

The foregoing instrument was acknowledged before me this JUL 1 5 2021 by
Misty Sandefur of U.S. BANK N.A. a Delaware Corporation, on behalf of the
Corporation. Mortgage Document
Officer



[Signature]
Signature of Person Taking Acknowledgment
Kevin Bunch

Printed Name

Title or Rank

Serial Number, if any: 585117

My Commission Expires: 8-21-2021

(Seal)



EXHIBIT A

BORROWER(S): J. NICHOLAS KIVETTE AND JESSICA G. KIVETTE, HUSBAND AND WIFE

LOAN NUMBER: 6003104166

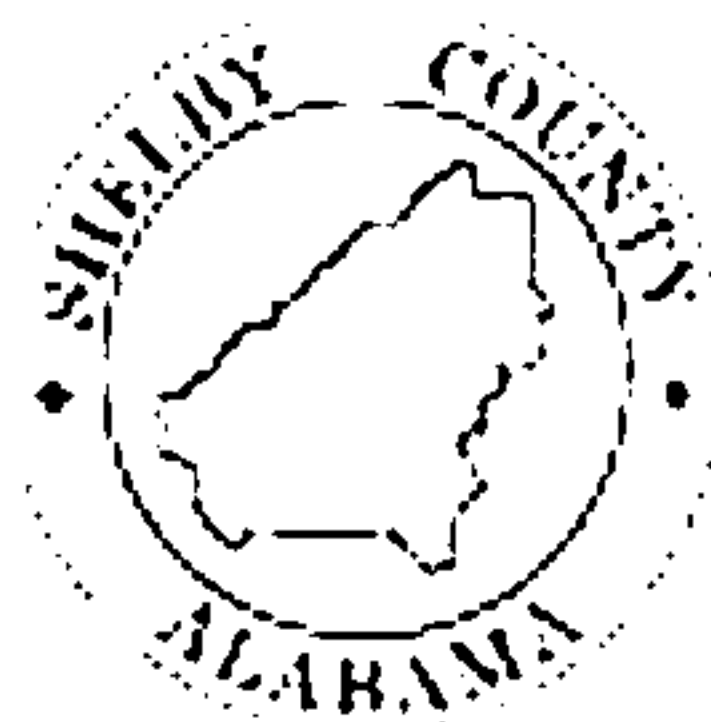
LEGAL DESCRIPTION:

STATE OF ALABAMA, COUNTY OF SHELBY, AND DESCRIBED AS FOLLOWS:

A PART OF LOTS 20 AND 21, BLOCK 1, ACCORDING TO THE SURVEY OF BIRMINGHAM JUNCTION, MADE BY J. R. BOZEMAN, AS RECORDED IN DEED BOOK 14, PAGE 239, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA. FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF LOT 20, BLOCK 1, BIRMINGHAM JUNCTION AS RECORDED IN DEED BOOK 14, PAGE 239, IN THE OFFICE OF THE PROBATE OF SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DEED 276, PAGE 839 AND DEED 323, PAGE 748, SHELBY COUNTY, ALABAMA AND RUN EAST ALONG THE NORTH LINE OF BIRMINGHAM STREET FOR A DISTANCE OF 112.43 FEET TO POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 88.43 FEET; THENCE LEFT 87 DEGREES 39 MINUTES AND RUN NORTHERLY FOR A DISTANCE OF 175.00 FEET; THENCE LEFT 92 DEGREES 21 MINUTES AND RUN WESTERLY FOR A DISTANCE OF 88.43 FEET; THENCE LEFT 87 DEGREES 39 MINUTES AND RUN SOUTHERLY FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

PIN #: 36 2 09 3 001 002.002

ALSO KNOWN AS: 375 BIRMINGHAM ST, MONTEVALLO, AL 35115



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/21/2021 08:43:51 AM
\$112.00 KIMBERLY
20210721000352290

Allen S. Bayl

