



20210909000439740 1/7 \$728.35
Shelby Cnty Judge of Probate, AL
09/09/2021 11:04:59 AM FILED/CERT

Source of T.H.C:
Deed Book: Instrument #
20170411000121950
Recorded: 4-11-2017

[Space Above This Line For Recording Data]

Return To: Branch Banking & Trust
111 Millport Circle
Greenville, SC 29607

Prepared By: CHERYL BENISH
111 Millport Circle
Greenville, SC 29607

Tax ID: 283070000007001
MIN NO: 1009553 1000106249 2

BB&T Loan No: 6890742287

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective September 1, 2021, between MICHAEL R PERKINS ("Borrower") and NATALEE PERKINS ("Borrower") husband and wife, as joint tenants and Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for lender Truist Bank ("BB&T now Truist" or "BB&T") ("Lender"), its successor assigns, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") securing the Note, and recorded on April 11, 2017 in Instrument No.: 20170411000121960 in the Office of the Registry of Shelby County and (2) the Note made by the Borrower dated March 30, 2017 in the original sum of U.S \$464,293.00. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

4935 SPRING CREEK RD
MONTEVALLO, AL 35115

New Upb = 458,813.98 $\uparrow$ 458,900
 $458,900 \div 100 = 4589 \times .15$
688.35

The real property described being set forth as follows:

See "B" - B.T.
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. Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$431,477.43. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance, premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, cost and expenses, in the total amount of \$27,336.55 has been added to the indebtedness under the terms of the Note and Security Instrument, resulting in a total indebtedness due as of August 1, 2021 of U.S \$458,813.98 (the new "Unpaid Principal Balance").

Borrower Initial: MP

Borrower Initial: NP



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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 3.375%, from August 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$2,028.40, beginning on September 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 3.375% will remain in effect until principal and interest are paid in full. If on August 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.

Borrower Initial: 

Borrower Initial: 



20210909000439740 3/7 \$728.35
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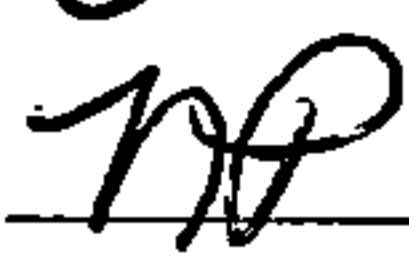
BB&T Loan Number: 6890742287

- (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.

- (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] [Beneficiary] 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, and a street address of 1901 Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

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Borrower Initial: 



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MIN NO: 1009553 1000106249 2

BB&T Loan Number: 6890742287

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 2nd day of August, 2021.

Dorothy S Greene
Witness Signature

BY: Michael R Perkins
MICHAEL R PERKINS

Dorothy S Greene
Witness Printed Name

BY: Natalee Perkins
NATALEE PERKINS

John W. Baker
Witness Signature

John W. Baker
Witness Printed Name

STATE OF Alabama)

COUNTY OF Shelby)

I, Ruth Botwin, a Notary Public of said county do hereby certify that **MICHAEL R**

PERKINS and NATALEE PERKINS, Borrower(s) has acknowledged the execution of the foregoing

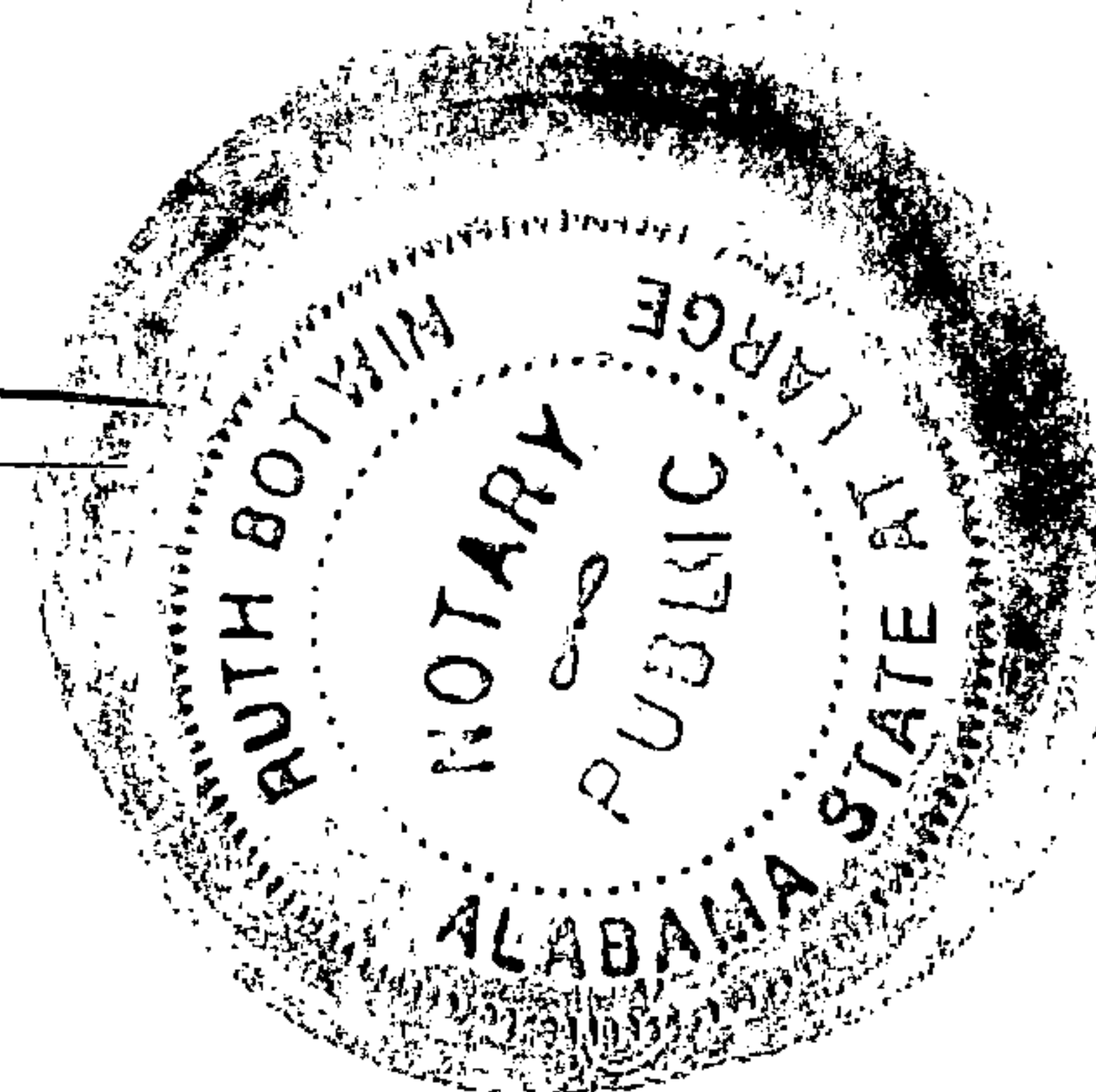
AGREEMENT, by means of physical presence this 2 day of August, 2021

NOTARY PUBLIC FOR STATE OF Alabama

My Commission Expires: 3-11-2024

Ruth Botwin

Notary Public



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



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EXHIBIT "A" LEGAL DESCRIPTION

File No.: 17-3859

Commence at the NW Corner of Section 7, Township 22 South, Range 2 West, Shelby County, Alabama; thence S 05 degrees 38'00"W, a distance of 1196.00' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 415.89'; thence S 31 degrees 32'44"E, a distance of 992.18' to the Northerly R.O.W line of Spring Creek Road, 80' ROW., said point also being the beginning of a non-tangent curve to the right, having a radius of 6040.00, a central angle of 00 degrees 57'30", and subtended by a chord which bears N73 degrees 54'46"E, and a chord distance of 101.03'; thence along the arc of said curve and said R.O.W. line, a distance of 101.03'; thence N74 degrees 23'31"E and along said R.O.W. line, a distance of 25234' to a curve to the left, having a radius of 4960.00, a central angle of 01 degrees 44'46", and subtended by a chord which bears N73 degrees 31'08"E, and a chord distance of 151.15'; thence along the arc of said curve and said R.O.W. line, a distance of 151.15'; thence N16 degrees 07'43"W and leaving said R.O.W. line, a distance of 1394.18'; thence S69 degrees 13'03"W, a distance of 616.11' to the POINT OF BEGINNING.



20210909000439740 6/7 \$728.35
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July 19, 2021

BB&T Loan No.: 6890742287
Min No.: 1009553 1000106249 2

MICHAEL R PERKINS
NATALEE PERKINS
4935 SPRING CREEK RD
MONTEVALLO, AL 35115

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 MICHAEL R PERKINS and NATALEE PERKINS, 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: *Michael R Perkins*
MICHAEL R PERKINS

8/2/21
Date:

BY: *Natalee Perkins*
NATALEE PERKINS

8/2/21
Date:



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BB&T Mortgage Loan No: 6890742287

MIN NO: 1009553 1000106249 2

P.O. Box 2026
Flint, MI 48501-2026

MERS SIS Phone #: 1-888-679-6377

(Corporate Acknowledgement)

Witness our hands and seals to this Agreement this 3rd day of August, 2021.

Mortgage Electronic Registration Systems Inc.
(MERS) as nominee for lender Truist Bank ("BB&T now
Truist" or "BB&T") ("Lender") its successors and assigns.

WITNESSED BY:

Danitra Wright
Printed Name: Danitra Wright

Quandyaish Sullivan
Printed Name: Quandyaish Sullivan

BY [Signature]
Michael Sloper
Assistant Secretary

STATE OF South Carolina)

COUNTY OF Greenville)

I, KIMBERLY RACHELLE MCCLEER, Notary Public of said County, do hereby certify that, Michael Sloper
Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is Assistant Secretary of
Mortgage Electronic Registration Systems Inc. On behalf of the corporation I acknowledge the due execution of the
foregoing instrument.

SWORN TO BEFORE ME THIS 3rd day of August, 2021.

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

[Signature]
Notary Public

KIMBERLY RACHELLE MCCLEER

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