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MORTAMEN 1/6

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

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Source of Title: INSTRUMENT NO. 20180524000182230
Tax/Parcel #: 15-3-05-0-000-034.025

_____ [Space Above This Line for Recording Data] _____
Original Principal Amount: \$225,834.00 **FHA/VA/RHS Case No.:203 011-**
Unpaid Principal Amount: \$219,316.28 **8898839**
New Principal Amount: \$245,883.09 **Loan No: 0440748059**
New Money (Cap): \$26,566.81

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **3RD** day of
DECEMBER, 2021, between **RHETT F. FARLESS AND NICOLE FARLESS, AS**

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ("Borrower"), whose address is **314 HUNTER HILLS CIR, CHELSEA, ALABAMA 35043** 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 **MAY 23, 2018** and recorded on **MAY 24, 2018** in **INSTRUMENT NO. 20180524000182240**, 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

314 HUNTER HILLS CIR, CHELSEA, ALABAMA 35043
(Property Address)

the real property described is located in **SHELBY COUNTY, ALABAMA** and 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, **DECEMBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$245,883.09**, 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. **\$26,566.81**.
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 **3.1250%**, from **DECEMBER 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,053.30**, beginning on the **1ST** day of **JANUARY, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 1, 2051** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural

person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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. **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.

Rhett F. Farless
Borrower: **RHETT F. FARLESS**

12/22/21
Date

Nicole Farless
Borrower: **NICOLE FARLESS** *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

12/22/21
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of **ALABAMA**)
Shelby County)

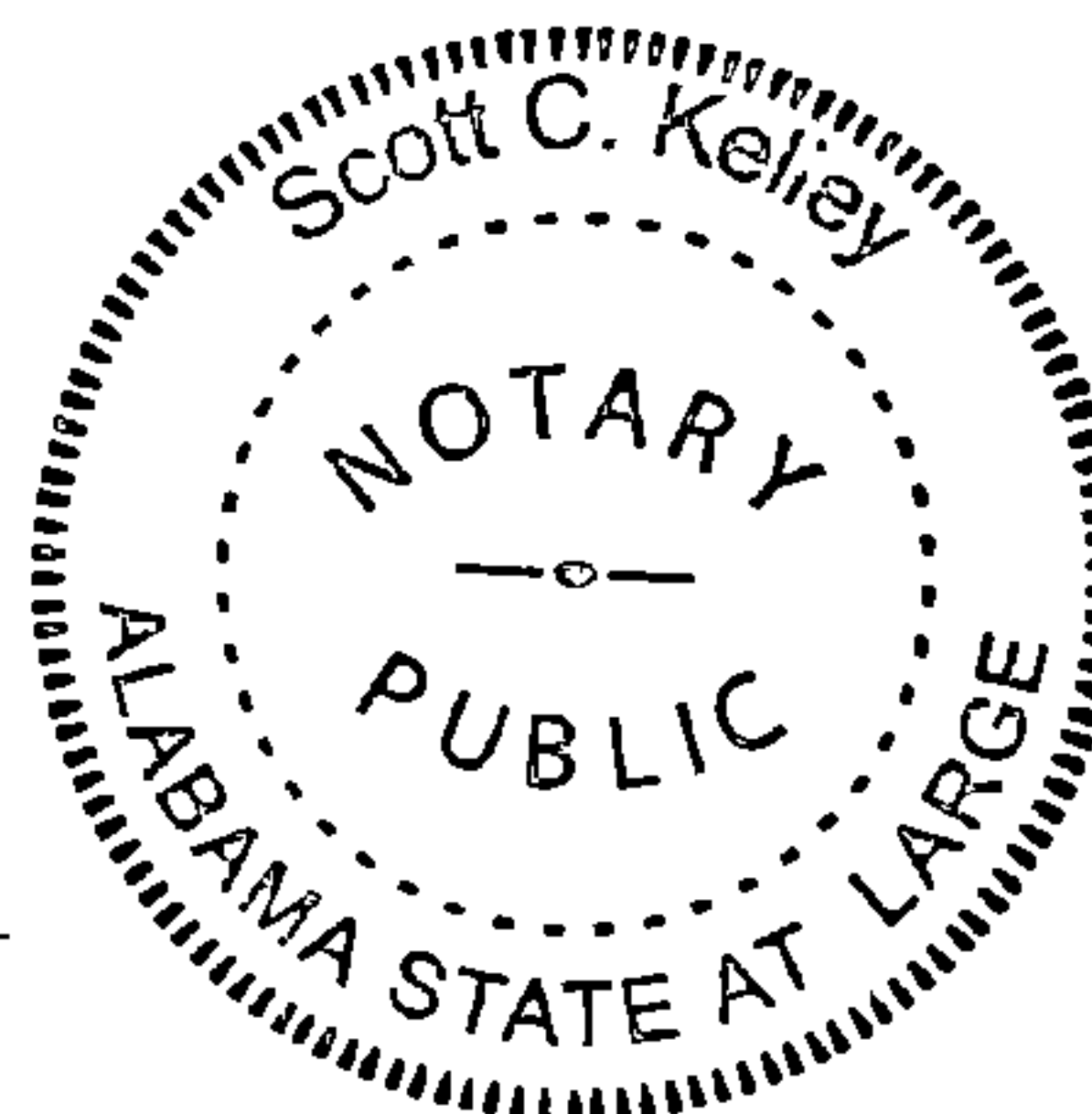
I, a Notary Public, hereby certify that **RHETT F. FARLESS; NICOLE FARLESS** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on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

Given under my hand this 22nd day of December, 2021.

Scott C. Kelley
Notary Public

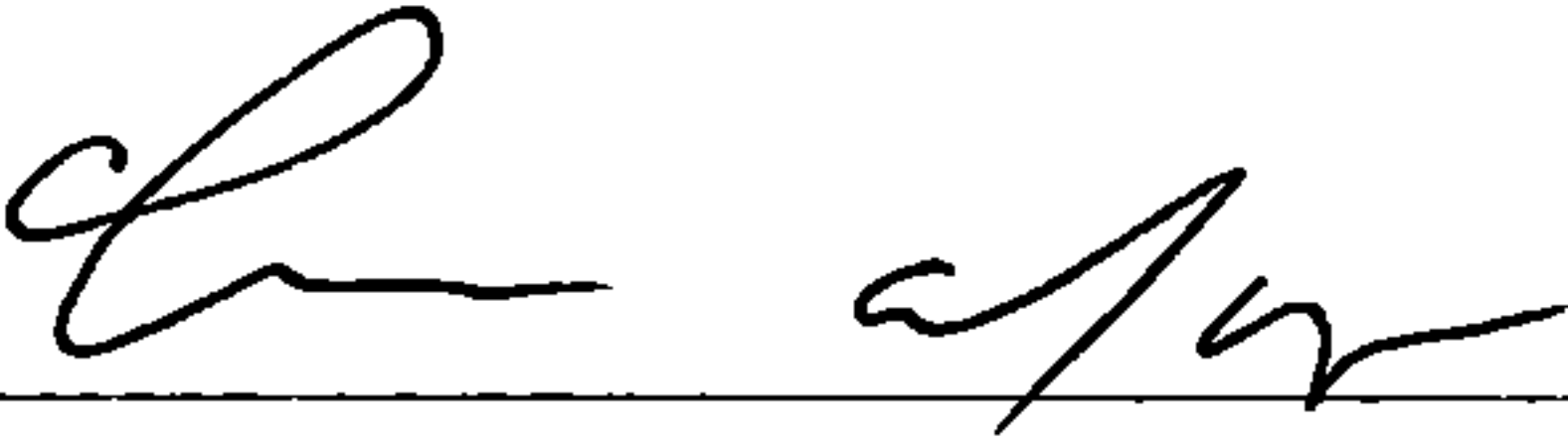
Print Name Scott C. Kelley

My commission expires: 12/19/2023



In Witness Whereof, the Lender has executed this Agreement.

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

By  12-27-21
Carmen Manrique (print name) Date
Vice President (title)

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

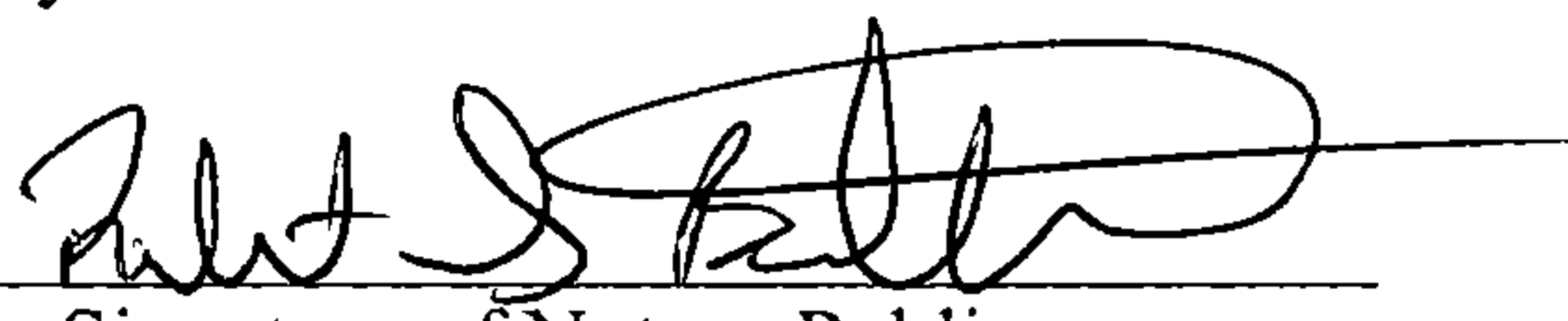
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 12-27-21 before me Robert S. Bolton Notary
Carmen Manrique Public, personally appeared _____, who proved to me on
the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

(Seal)

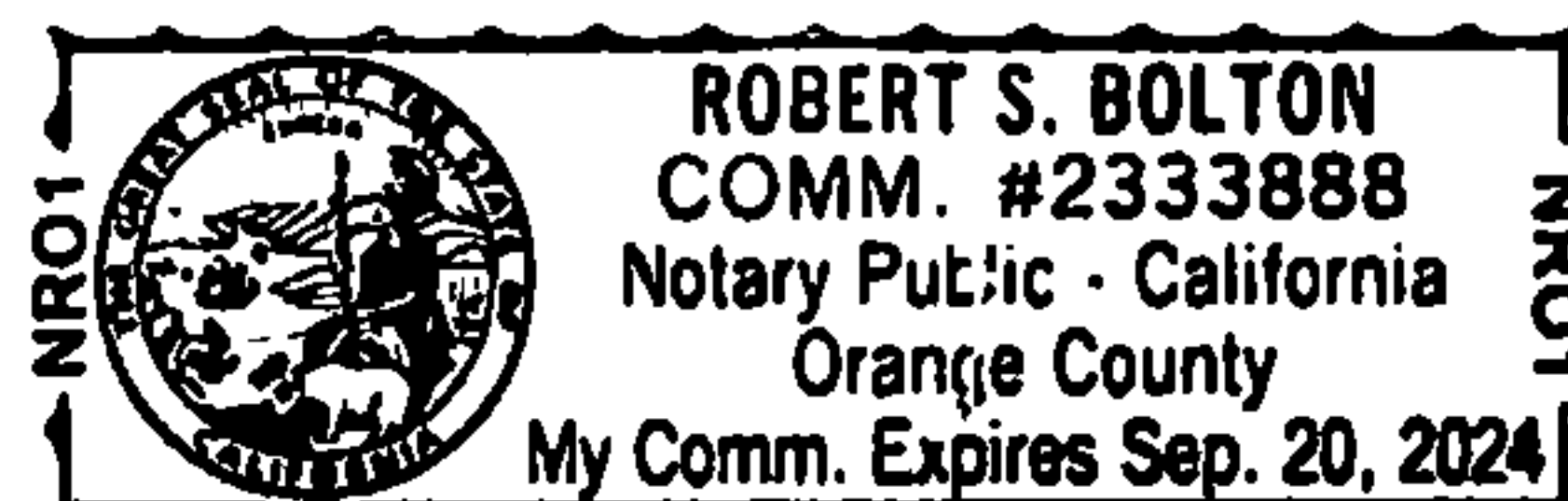


EXHIBIT A

**BORROWER(S): RHETT F. FARLESS AND NICOLE FARLESS, AS JOINT
TENANTS WITH RIGHT OF SURVIVORSHIP**

LOAN NUMBER: 0440748059

LEGAL DESCRIPTION:

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

**LOT 36, ACCORDING TO THE SURVEY OF HUNTER HILLS, PHASE TWO, AS
RECORDED IN MAP BOOK 22, PAGE 94, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.**

ALSO KNOWN AS: 314 HUNTER HILLS CIR, CHELSEA, ALABAMA 35043

