



20220203000050060 1/7 \$87.40
Shelby Cnty Judge of Probate, AL
02/03/2022 12:28:54 PM FILED/CERT

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

Prepared By: LISA J BERGERON
111 Millport Circle
Greenville, SC 29607

Tax ID: 05-4-19-3-001-030-000
MIN NO: 1002667 0060801452 0

BB&T Loan No: 6993480876
FHA Case Number: 011-671915 2

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective December 1, 2021, between JEREMY H HOWARD ("Borrower") a Married Man, and APRIL D HOWARD ("Borrower") wife, 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 7, 2010 in Instrument No.: 20100407000105850 in the Office of the Registry of Shelby County and (2) the Note made by the Borrower dated March 26, 2010 in the original sum of U.S \$38,324.00. 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:

266 SUN VALLEY CIR
STERETT, AL 35147

New PB = 31,514.50

The real property described being set forth as follows:

See "B" in

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 \$27,395.43. 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 \$4,119.07 has been added to the indebtedness under the terms of the Note and Security Instrument, resulting in a total indebtedness due as of November 1, 2021 of U.S \$31,514.50 (the new "Unpaid Principal Balance").

Borrower Initial: JH

Borrower Initial: AD



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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 3.000%, from November 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$132.87, beginning on December 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 November 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:



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- (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.

Borrower Initial: J 2/21

Borrower Initial: AKH



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BB&T Loan Number: 6993480876

(Individual Acknowledgement)

Witness our hands and seals to this Agreement this 27th day of December, 2021.

Shannon Hickman
Witness Signature

Shannon Hickman
Witness Printed Name

BY: Jeremy H Howard
JEREMY H HOWARD

BY: April D Howard
APRIL D HOWARD

Morgan Roberson
Witness Signature

Morgan Roberson
Witness Printed Name

STATE OF Alabama

COUNTY OF Shelby

I, Devan Sawyer, a Notary Public of said county do hereby certify that JEREMY H

HOWARD and APRIL D HOWARD, Borrower(s) has acknowledged the execution of the foregoing

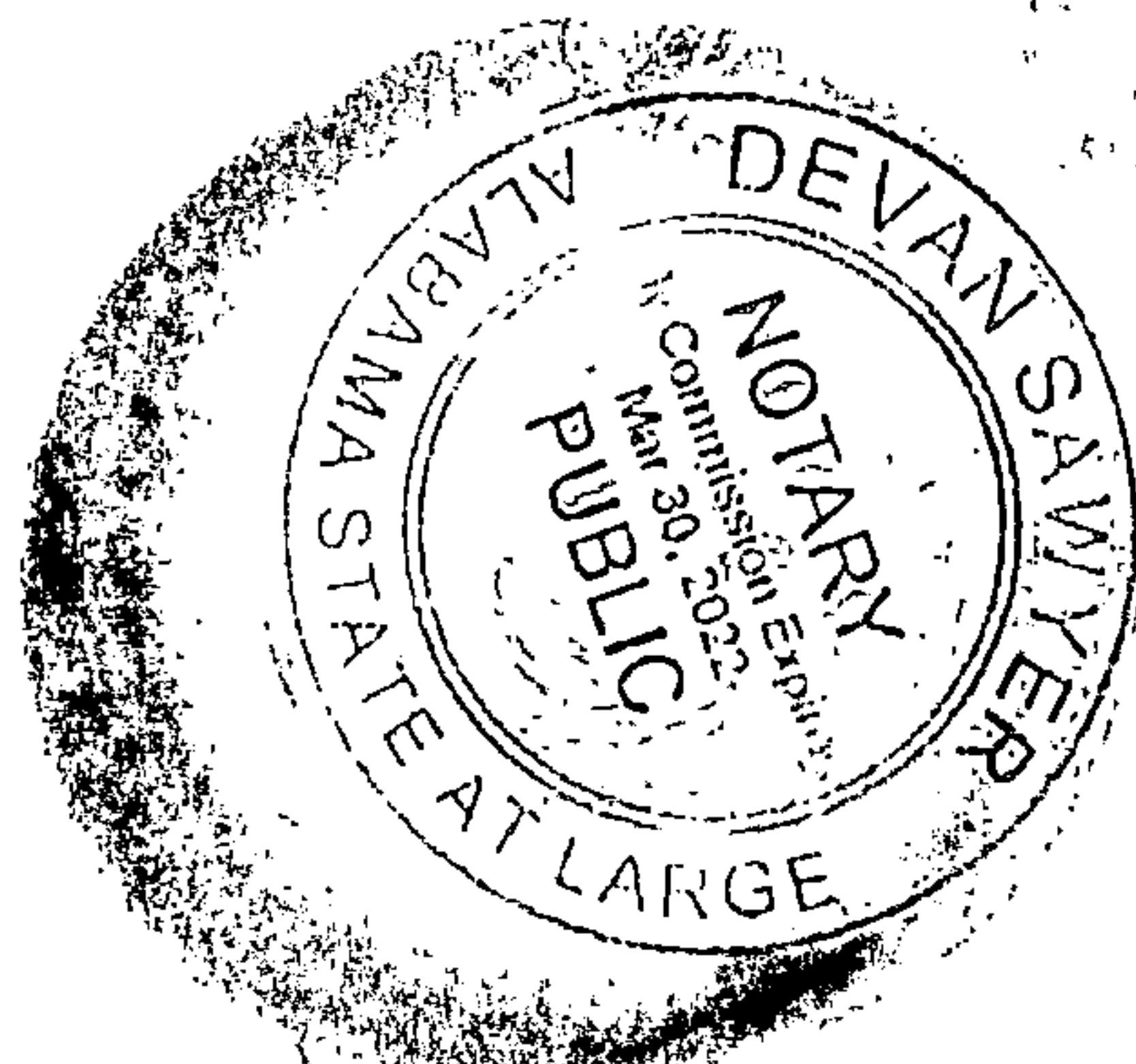
AGREEMENT, by means of physical presence this 27th day of December, 2021.

NOTARY PUBLIC FOR STATE OF Alabama

My Commission Expires:

MY COMMISSION EXPIRES
MARCH 10, 2022

Devan Sawyer
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

Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 18 South, Range 2 East, Shelby County, Alabama, and run in an Easterly direction and along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 866 03 feet to a point, said point being a point in the center line of the South Central Bell Telephone Company right of way, thence deflect 123 degrees 22 minutes and run to the left in a Northwesterly direction along the center line of said Telephone Company right of way a distance of 209 86 feet to a point; thence deflect 62 degrees 20 minutes to the right and run in a Northeasterly direction 18 03 feet to the point of beginning of the herein described Parcel A, said point being a point in the center line of an old abandoned road, thence continue in the same Northeasterly direction and along the center line of the old abandoned road and run a distance of 219 35 feet to a point, thence turn an interior angle of 167 degrees 56 minutes and run to the right in a Northeasterly direction and along the center line of the old abandoned road a distance of 286 48 feet to a point, thence turn an interior angle of 176 degrees 26 minutes and run to the right in a Northeasterly direction and along the center line of the old abandoned road a distance of 101 02 feet to a point in the center line of a branch, thence traversing the meander of the branch turn an interior angle of 90 degrees 11 minutes and run to the right and in a Southeasterly direction a distance of 85 43 feet to a point, thence turn an interior angle of 162 degrees 39 minutes and run to the right and in a Southeasterly direction a distance of 71 16 feet to a point, thence turn an interior angle of 155 degrees 39 minutes and run to the right and in a Southerly direction a distance of 163 85 feet to a point, thence turn an interior angle of 169 degrees 01 minutes and run to the right and in a Southwesterly direction a distance of 134 00 feet to a point, thence turn an interior angle of 175 degrees 21 minutes and run to the right in a Southwesterly direction a distance of 219 60 feet to the point where the meander of the branch intersects the old fence right of way, thence turn an interior angle of 77 degrees 15 minutes 30 seconds and run to the right in a Northwesterly direction a distance of 292 86 feet to a point, thence turn an interior angle of 187 degrees 39 minutes 30 seconds and run to the left in a Northwesterly direction a distance of 77 84 feet to a point, thence turn an interior angle of 188 degrees 32 minutes and run to the left and in a Northwesterly direction a distance of 69 45 feet, more or less, to the point of beginning of the herein described parcel, being situated in Shelby County, Alabama



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October 16, 2021

BB&T Loan No.: 6993480876
Min No.: 1002667 0060801452 0

JEREMY H HOWARD
APRIL D HOWARD
266 SUN VALLEY CIR
STERETT, AL 35147

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

In consideration of Branch Banking and Trust Co.(the "Lender") agreeing to modify the referenced loan (the "Loan") to JEREMY H HOWARD and APRIL D HOWARD, 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.

BY: *Jeremy H. Howard*
JEREMY H HOWARD

12-27-2021
Date:

BY: *April D Howard*
APRIL D HOWARD

12-27-2021
Date:



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BB&T Mortgage Loan No: 6993480876

MIN NO: 1002667 0060801452 0

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 31st day of December, 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:

Bryan Birt
Printed Name: Bryan Birt

BY Jim Adam
Assistant Secretary

Sharee Anderson
Printed Name: Sharee Anderson

STATE OF South Carolina)

COUNTY OF Greenville)

KIMBERLY RACHELLE MCCLEER

I, _____, Notary Public of said County, do hereby certify that,

Jim Adam 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 31st day of December, 2021.

My Commission Expires

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

Kim Rachel M
Notary Public

KIMBERLY RACHELLE MCCLEER

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