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04/22/2022 04:03:19 PM  
MORTAMEN 1/6

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

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**FAMS – DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

Source of Title: **INSTRUMENT NO. 20180108000006420**  
Tax/Parcel #: **09 2 04 0 006 039.000**

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
**Original Principal Amount: \$385,000.00**      **VA Case No.: 022 222260715984**  
**Unpaid Principal Amount: \$367,234.40**      **Loan No: 0440474218**  
**New Principal Amount: \$307,999.76**  
**New Money (Cap): \$0.00**

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this **31ST** day of **MARCH, 2022**, between **TARANACE MYERS, AND KARTINA J. MYERS HUSBAND AND WIFE** ("Borrower"), whose address is **2063 KNOLLWOOD PL, BIRMINGHAM, ALABAMA 35242** 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 **JANUARY 5, 2018** and recorded on

JANUARY 8, 2018 in ~~XXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~\*, 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 \* Instrument No. 20180108000006430

**2063 KNOLLWOOD PL, BIRMINGHAM, ALABAMA 35242**

(Property Address)

the real property described 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, **APRIL 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$307,999.76**, 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. **\$0.00**.
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 **4.1250%**, from **APRIL 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,492.72**, beginning on the 1ST day of **MAY, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2052** (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 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. **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.

[Signature]  
Borrower: TARANCE MYERS

4/12/22  
Date

[Signature]  
Borrower: KARTINA J. MYERS \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

4/12/22  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

### BORROWER ACKNOWLEDGMENT

The State of ALABAMA )  
Shelby County )

I, a Notary Public, hereby certify that TARANCE MYERS; KARTINA J. MYERS 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 12 day of April, 2022.

[Signature]  
Notary Public

Print Name Scott Pylant

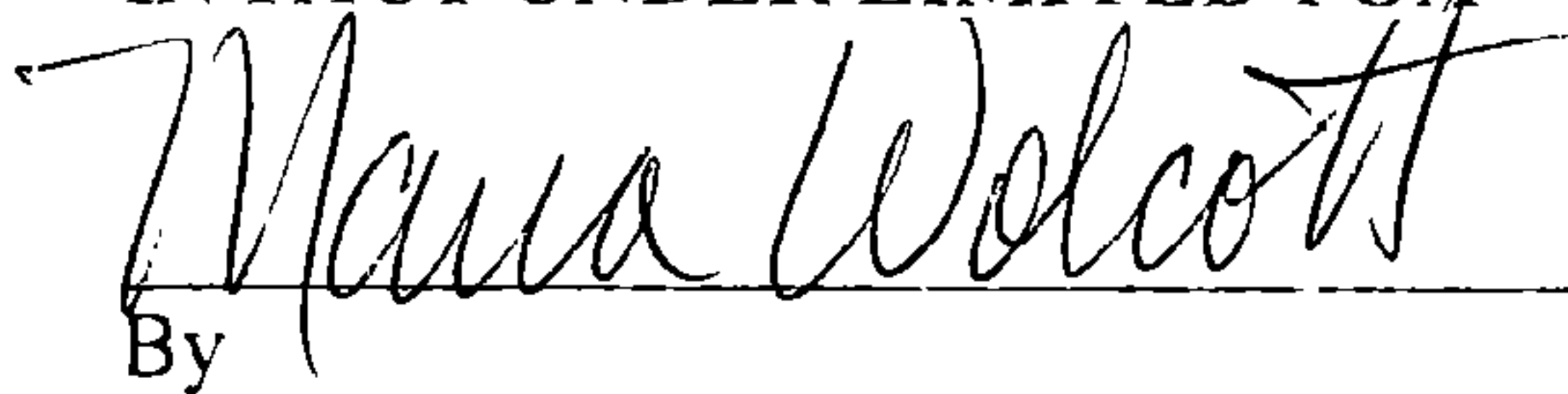
My commission expires: April 16, 2025



Scott Pylant  
Notary Public  
My Commission Expires  
April 16, 2025

In Witness Whereof, the Lender has executed this Agreement.

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



Maria Wolcott  
Vice President

APR 14 2022

By

(print name)  
(title)

Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

### LENDER ACKNOWLEDGMENT

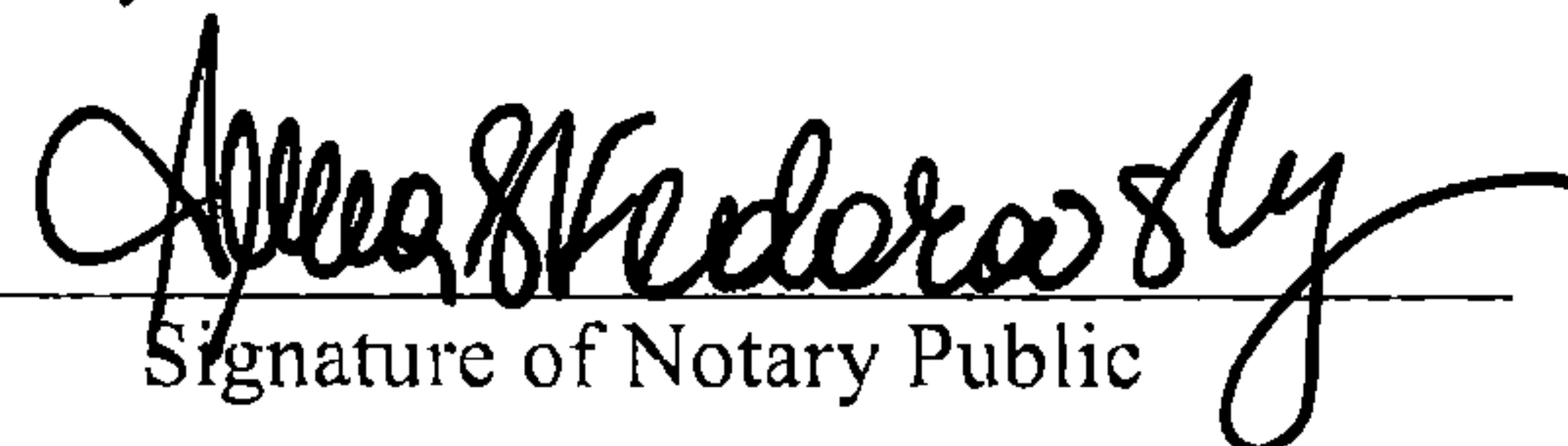
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

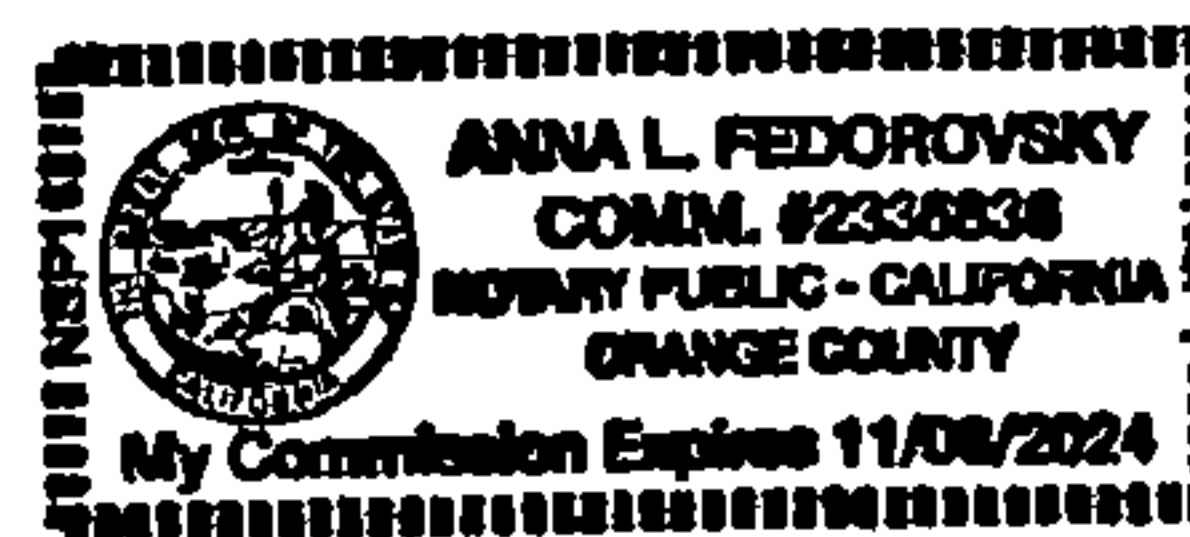
State of CA. )  
County of ORANGE )

On 4/14/22 before me Anna L. Fedorovsky Notary  
Public, personally appeared Maria Wolcott, 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): TARANCE MYERS, AND KARTINA J. MYERS HUSBAND AND WIFE**

**LOAN NUMBER: 0440474218**

**LEGAL DESCRIPTION:**

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

**LOT 1413, ACCORDING TO THE MAP OF HIGHLAND LAKES, 14TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 30, PAGE 74 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

**TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, AS RECORDED IN INST. NO. 1994-07111 AND AMENDED IN INST. NO. 1996-17543 AND FURTHER AMENDED IN INST. NO. 1999-31095 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 14TH SECTOR, RECORDED IN INST. NO. 2002110'1000539740 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA ("WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IN HEREINAFTER COLLECTIVELY REFERRED TO AS, THE DECLARATION").**

**ALSO KNOWN AS: 2063 KNOLLWOOD PL, BIRMINGHAM, ALABAMA 35242**



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/22/2022 04:03:19 PM  
\$499.00 JOANN  
20220422000167050**

*Allen S. Bayl*