

This Document Prepared By:  
**EDNA KENDRICK**  
**FLAGSTAR BANK, N.A.**  
**8800 BAYMEADOWS WAY WEST, SUITE 400**  
**JACKSONVILLE, FL 32256**  
**800-393-4887**

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
**DTO REC., MAIL CODE: 4002**  
**4795 REGENT BLVD**  
**IRVING, TX 75063**

**Source of Title: INSTRUMENT NO. 20190905000327170**  
**Tax/Parcel #: 088330000019008**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$122,244.00** **FHA\VA Case No.:203 011-9188218**  
**Unpaid Principal Amount: \$116,359.82** **Loan No: 0440614772**  
**New Principal Amount: \$116,359.82**  
**New Money (Cap): \$0.00**

**Property Address: 986 ROCK SCHOOL RD, HARPERSVILLE, ALABAMA 35078**

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

This Loan Modification Agreement ("Agreement"), made this **20TH** day of **APRIL, 2023**, between **CAROL CARSON** ("Borrower"), whose address is **986 ROCK SCHOOL RD, HARPERSVILLE, AL 35078** and **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA** ("Lender"), whose address is **8800 BAYMEADOWS WAY WEST, SUITE 400, JACKSONVILLE, FL 32256**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **AUGUST 30, 2019** and recorded on **SEPTEMBER 5, 2019** in **INSTRUMENT NO. 20190905000327180**, 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

**986 ROCK SCHOOL RD, HARPERSVILLE, ALABAMA 35078**

(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, **MAY 1, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$116,359.82**, 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 **5.1250%**, from **MAY 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 570.75**, beginning on the **1ST** day of **JUNE, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2063** (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.

Carol Carson  
Borrower: **CAROL CARSON**

4/25/23  
Date

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

**BORROWER ACKNOWLEDGMENT**

The State of **ALABAMA** )  
Jefferson County )

I, a Notary Public, hereby certify that **CAROL CARSON** 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 25th day of April, 20 23.

Meghan B Summerlin  
Notary Public

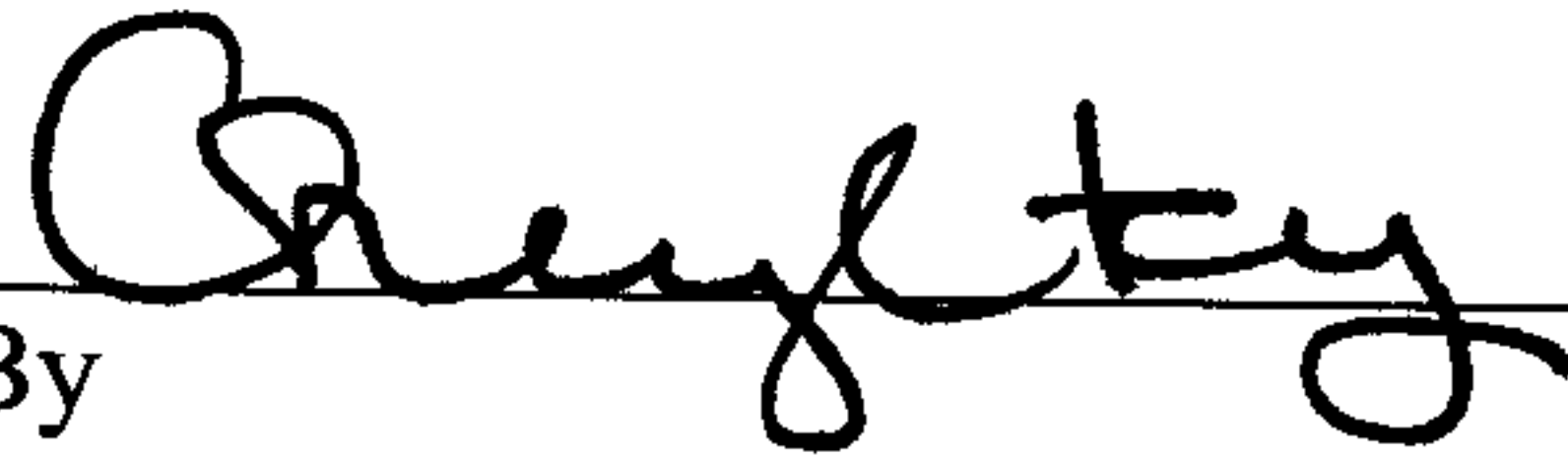
Print Name Meghan Brown Summerlin

My commission expires: 8/25/25

MEGHAN BROWN SUMMERLIN  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
COMM. EXP. 08/25/25

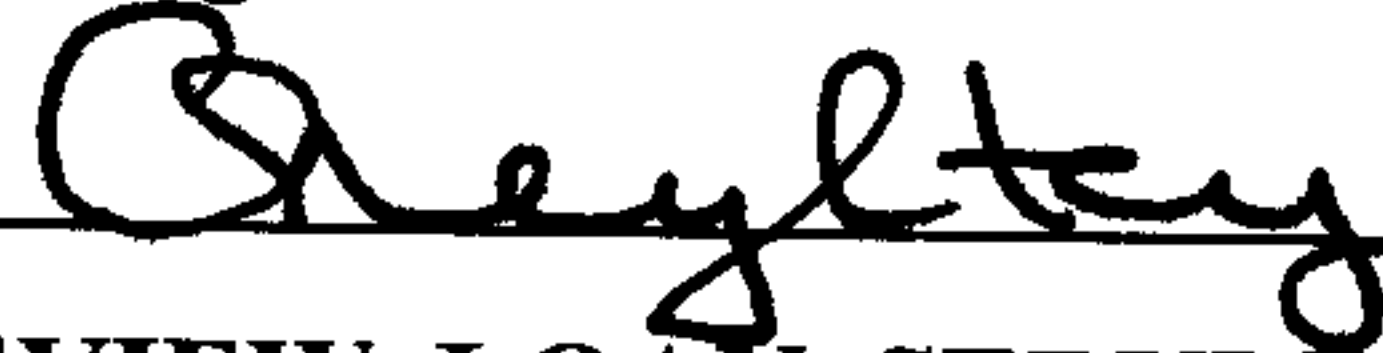
In Witness Whereof, the Lender has executed this Agreement.

**LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY  
IN FACT UNDER LIMITED POA**


By  Cheryl Fey APR 28 2023  
(print name) (title) Date

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

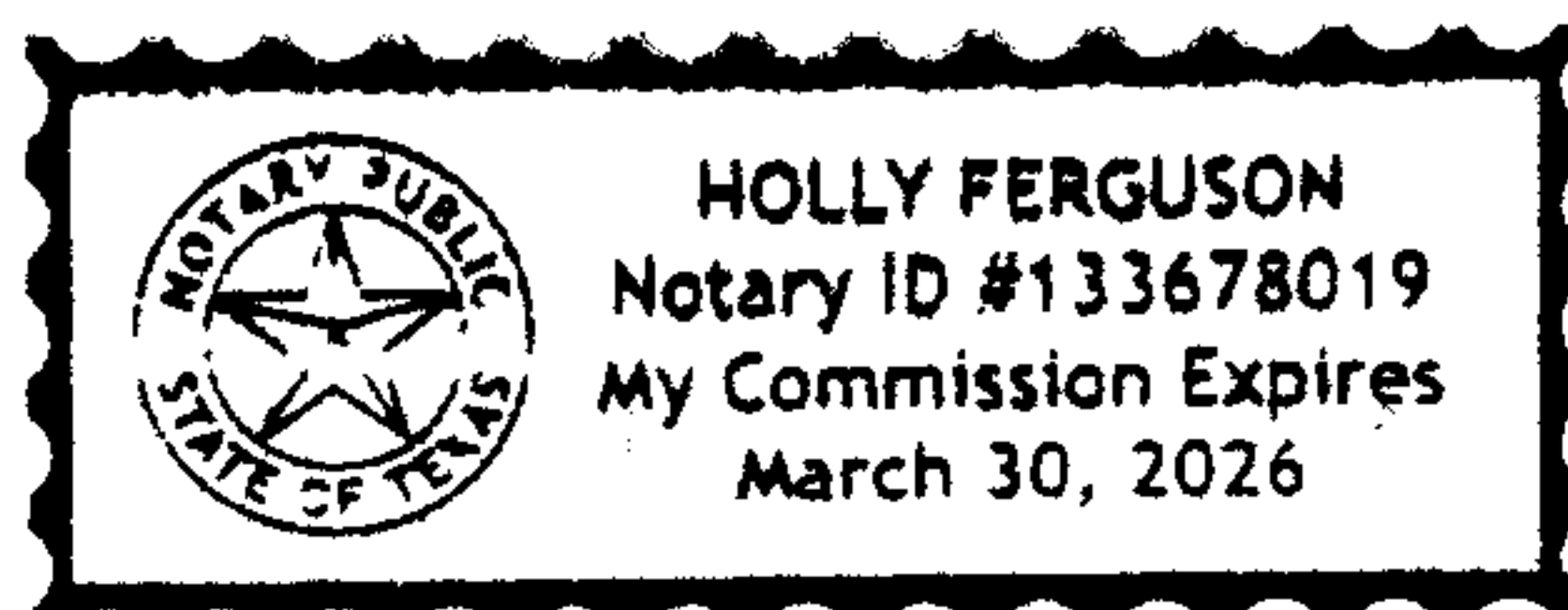
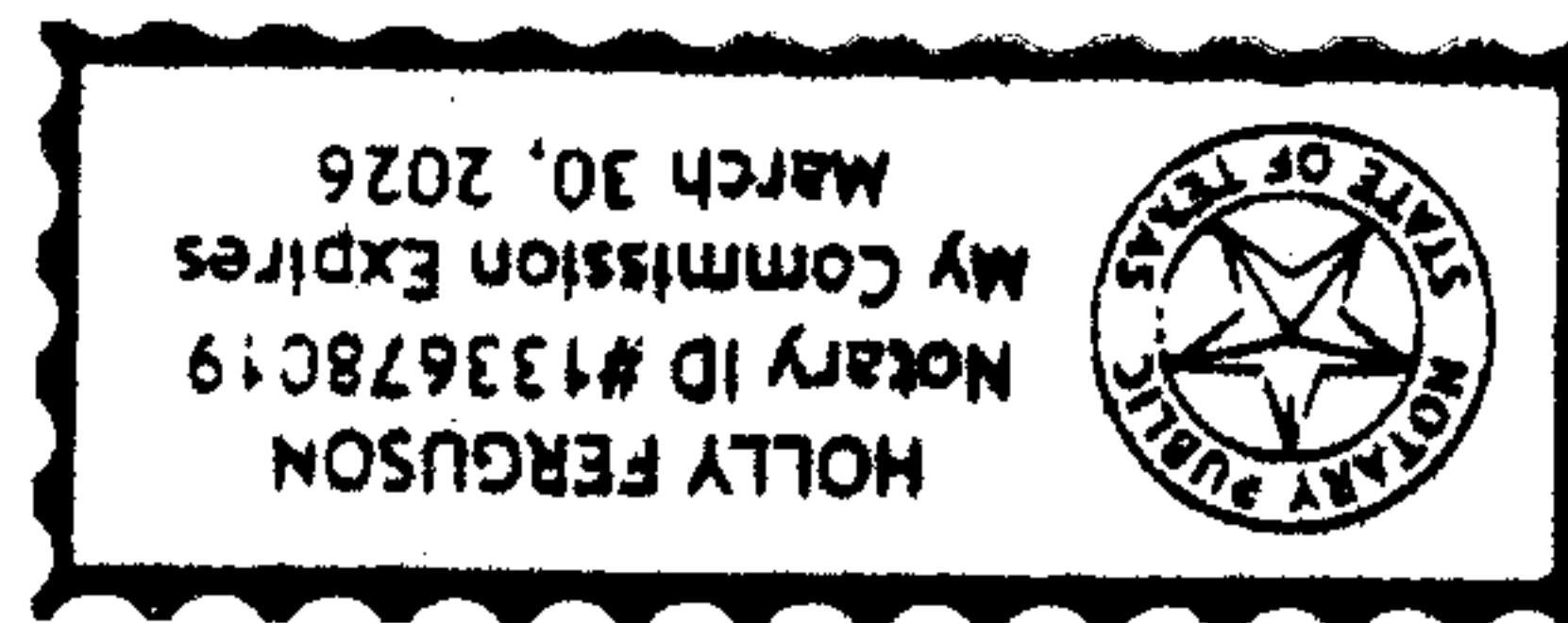
State of Texas  
County of Dallas

This instrument was acknowledged before me on  
APR 28 2023 by , the  
Vice President of LAKEVIEW LOAN SERVICING, LLC, BY  
FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA, a company,  
on behalf of the company.

\_\_\_\_/ This notarial act was an online notarization using communication technology

  
Notary Public

Printed Name: Holly Ferguson  
My commission expires: 3.30.26



**EXHIBIT A**

**BORROWER(S): CAROL CARSON**

**LOAN NUMBER: 0440614772**

**LEGAL DESCRIPTION:**

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

**PARCEL 2, RODNEY SHIFLETT SURVEYING, AS RECORDED IN MAP BOOK 45, PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE N 90 DEGREES 00 MINUTES 00 SECONDS E, A DISTANCE OF 388.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 172.73 FEET; THENCE N 13 DEGREES 50 MINUTES 51 SECONDS E A DISTANCE OF 265.31 FEET TO THE SOUTHERLY R.O.W. LINE OF ROCK SCHOOL ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 675.00, A CENTRAL ANGLE OF 14 DEGREES 19 MINUTES 57 SECONDS, AND SUBTENDED BY A CHORD WHICH BEARS N 81 DEGREES 22 MINUTES 42 SECONDS W, AND A CHORD DISTANCE OF 168.41 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID R.O.W. LINE, A DISTANCE OF 168.85 FEET; THENCE S 13 DEGREES 50 MINUTES 51 SECONDS W AND LEAVING SAID R.O.W. LINE, A DISTANCE OF 291.32 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.**

**ALSO KNOWN AS: 986 ROCK SCHOOL RD, HARPERSVILLE, ALABAMA 35078**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/01/2023 08:17:29 AM  
\$211.60 JOANN  
20230501000126020

*Allen S. Bevil*