

This Document Prepared By:  
**TERNISHA TOWNSEND**  
**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. 20160202000033370**  
**Tax/Parcel #: 23 2 09 0 009 028.000**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$250,282.00**      **FHA\VA Case No.:703 011-8293133**  
**Unpaid Principal Amount: \$216,836.92**      **Loan No: 0437621251**  
**New Principal Amount: \$216,836.92**  
**New Money (Cap): \$0.00**

**Property Address: 400 RED BAY COVE, ALABASTER, ALABAMA 35007**

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

This Loan Modification Agreement ("Agreement"), made this **6TH** day of **JUNE, 2023**, between **TESSA MILES, AND VICTOR L. MILES HUSBAND AND WIFE** ("Borrower"), whose address is **400 RED BAY COVE, ALABASTER, ALABAMA 35007** 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 **JANUARY 29, 2016** and recorded on **FEBRUARY 2, 2016** in **INSTRUMENT NO. 20160202000033380**, 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

**400 RED BAY COVE, ALABASTER, ALABAMA 35007**

(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, **JUNE 1, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$216,836.92**, 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 **JUNE 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,063.60**, beginning on the **1ST** day of **JULY, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 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.

Tessa Miles  
Borrower: TESSA MILES

6/14/23  
Date

Victor L. Miles  
Borrower: VICTOR L. MILES

6-14-2023  
Date

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

### BORROWER ACKNOWLEDGMENT

The State of ALABAMA )  
Shelby County )

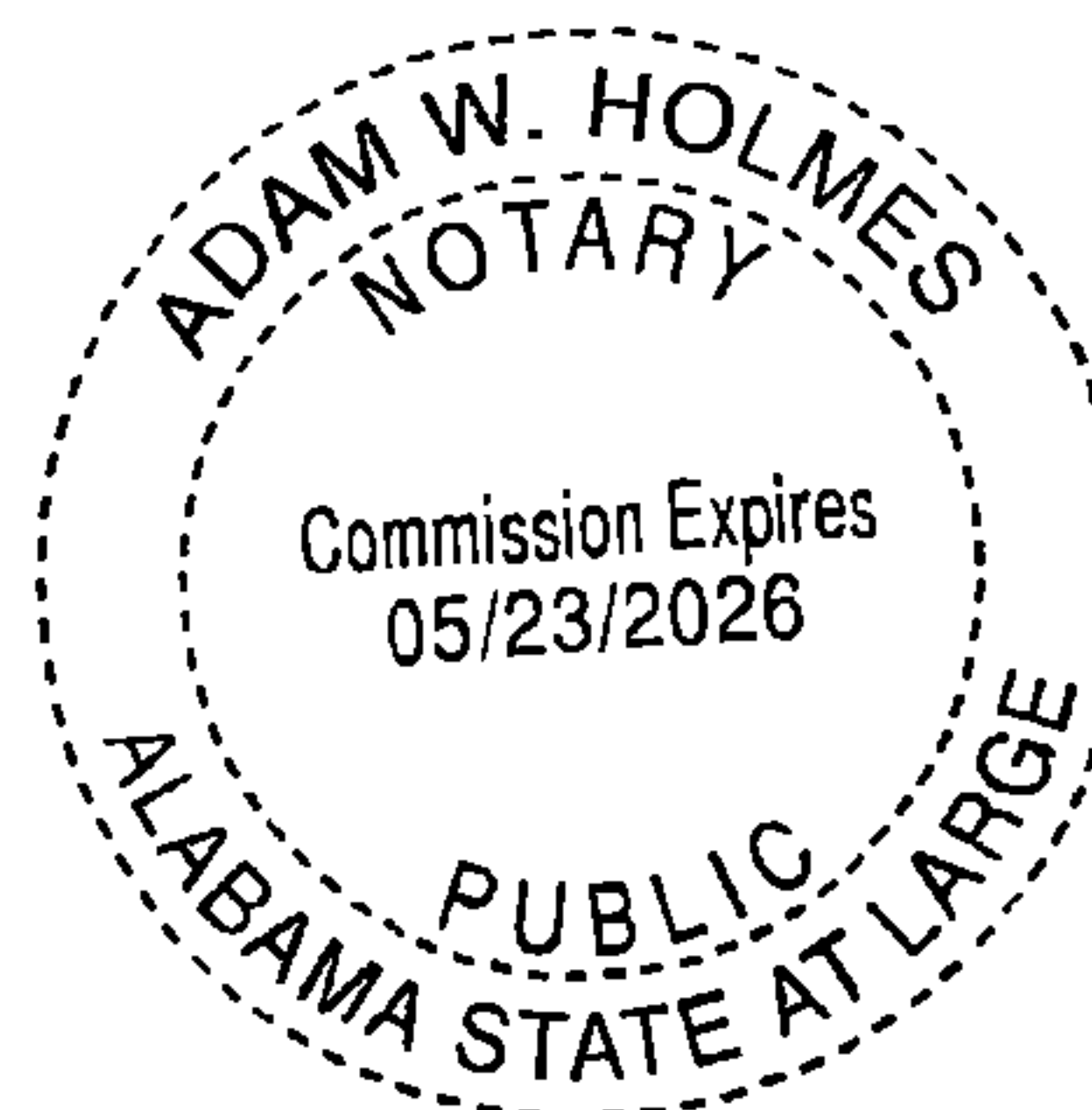
I, a Notary Public, hereby certify that **TESSA MILES; VICTOR L. MILES** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the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

Given under my hand this 14<sup>th</sup> day of June, 2023.

Adam W. Holmes  
Notary Public

Print Name Adam W. Holmes

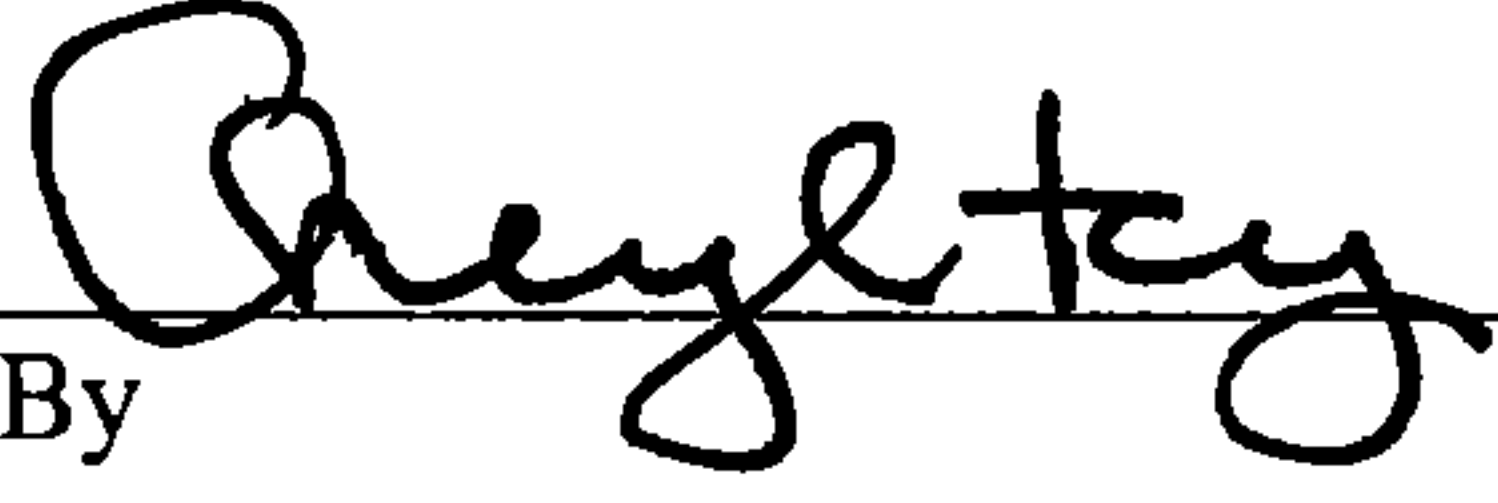
My commission expires: 05-23-2026





In Witness Whereof, the Lender has executed this Agreement.

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

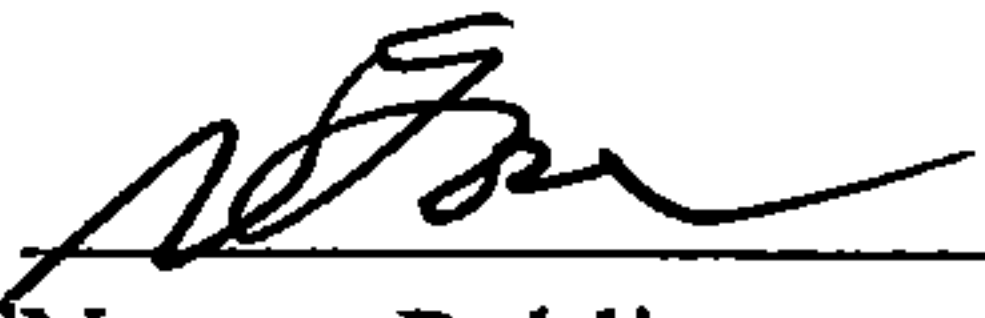
By  **Cheryl Fey** **JUN 19 2023**  
(print name) Date  
(title) Vice President

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

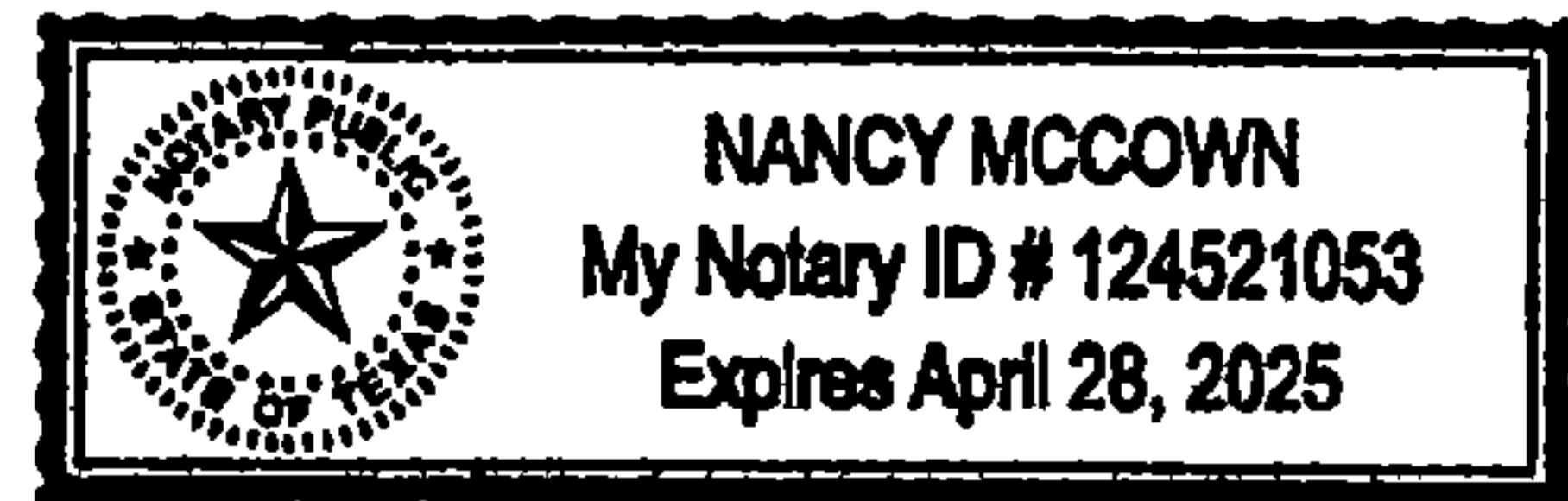
State of **Texas**  
County of **Dallas**

This instrument was acknowledged before me on  
**JUN 19 2023** by **Cheryl Fey**, 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: **Nancy McCown**  
My commission expires: **4/28/2025**



**EXHIBIT A**

**BORROWER(S): TESSA MILES, AND VICTOR L. MILES HUSBAND AND WIFE**

**LOAN NUMBER: 0437621251**

**LEGAL DESCRIPTION:**

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

**LOT 28, ACCORDING TO THE SURVEY OF LAKE FOREST, SIXTH SECTOR, AS  
RECORDED IN MAP BOOK 36, PAGE 35 A AND B, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA; SITUATED, LYING AND BEING IN SHELBY  
COUNTY, ALABAMA.**

**ALSO KNOWN AS: 400 RED BAY COVE, ALABASTER, ALABAMA 35007**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/27/2023 08:13:03 AM  
\$365.35 PAYGE  
20230627000190190

*Allen S. Bayl*