

23704aAfter recording please return to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

This instrument was prepared by:
M&T Bank
Desiree Schroeder
475 Crosspoint Pkwy
Getzville, NY 14068

Source of Title: INSTRUMENT NUMBER 20210702000322070

_____[Space Above This Line For Recording Data]_____
Original Principal Amount \$302,421.00 Investor Loan No: 0230336382
Unpaid Principal Amount \$293,705.33 Loan No: 0093584290
New Principal Amount \$212,851.51

230158565-MT

FHA Case #: 000119741297703

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

**Husband and wife*
This Loan Modification Agreement ("Agreement"), made this 27th day of September, 2023, between **ROBERT BRYANT AND BIANCA BRYANT** **Borrower* and **M&T BANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **July 1, 2021**, in the amount of **\$302,421.00** and recorded on **July 2, 2021** in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. **20210702000322080**), of the **Official** (Name of Records) Records of **Shelby, ALABAMA** (County and State, or other jurisdiction) 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
613 PARK FOREST LN, ALABASTER, AL 35007
(Property Address)

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:



PIN #: 23 7 26 0 006 030.000

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 **September 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$212,851.51**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **6.875%**, from **August 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,303.44**, beginning on the 1st day of **September, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.875%** will remain in effect until principal and interest are paid in full. If on **August 1, 2063** (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.
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. 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.
- 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.

By checking this box, Borrower also consents to being contacted by text messaging ☐.



Robert Bryant
Borrower - ROBERT BRYANT

Bianca Bryant
Borrower - BIANCA BRYANT

Date: 10/7/23

Date: 10/7/23

ACKNOWLEDGMENT

State of AL

County of Shelby

I Tameeka Dennis hereby certify that ROBERT BRYANT AND BIANCA BRYANT whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 7 day of October, A. D. 2023.



Tameeka Dennis
Signature of Officer

Tameeka Dennis
Printed Name

Notary
Title of Officer

My Commission Expires: 2024

My Commission Expires
July 24, 2024



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
M&T BANK

By Erika K Snyder Erika K. Snyder
Assistant Vice President 10/11/2023
-Lender Date of Lender's Signature

ACKNOWLEDGMENT

State of NY

§
§
§

County of Erie

On this 11 day of Oct in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Erika K. Snyder the Assistant Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Getzville

(insert the city or other political subdivision)

in New York State, Erie County

(and insert the State and County or other place the acknowledgment was taken)

[Signature]
Signature of Individual Taking Acknowledgment
[Printed Name]
Printed Name

Larry B Hall
Notary Public State of New York
Erie County
LIC #01HA6421214
COMM EXP. 08/30/2025

(Seal)

Office of Individual Taking Acknowledgment

My Commission Expires: _____



EXHIBIT A

BORROWER(S): ROBERT BRYANT AND BIANCA BRYANT

LOAN NUMBER: 0093584290

LEGAL DESCRIPTION:

STATE OF ALABAMA, COUNTY OF SHELBY, AND DESCRIBED AS FOLLOWS:

**LOT 30, ACCORDING TO THE SURVEY OF PARK FOREST SUBDIVISION, FOURTH SECTOR, AS
RECORDED IN MAP BOOK 18, PAGE 95, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.**

PIN #: 23 7 26 0 006 030.000

ALSO KNOWN AS: 613 PARK FOREST LN, ALABASTER, AL 35007



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/07/2023 08:13:15 AM
\$356.35 BRITTANI
20231207000352880



Allen S. Bayl