20060414000175320 1/9 $36.00
Shelby Cnty Judge of Probate,AL
04/14/2006 01:43:53PM FILED/CERT

Prepared by and
return to:
First Financial Bank
Loan Servicing Division
P.O. Box 766
El Dorado, AR 71730

MORTGAGE ASSIGNMENT MODIFICATION

Loan# 182750/4800151290
MIN1000226-0000182750-9

KNOW ALL PERSONS BY THESE PRESENTS THAT:

1. The undersigned Assignor executed a mortgage assignment document to First Financial Bank, as Assignee, which transfer was recorded as set forth in Exhibit A attached hereto.

2. That mortgage assignment document contained errors as to which Assignor and Assignee agree that the correct data is also as set forth in the attached Exhibit A.

3. For a good and valuable consideration, the mortgage assignment document is hereby amended to reflect the correct data, effective as of the recording date above, but the mortgage assignment document otherwise remains in full force and effect, as originally recorded.

DONE this 8th day of March, 2006

MORTGAGE
ELECTRONIC
REGISTRATION
SYSTEMS

ASSIGNOR

By: _____

Title: Secretary

938500.1

FIRST FINANCIAL BANK:

By: _____

Title: Chief Operating Officer

20060414000175320 2/9 $36.00
Shelby Cnty Judge of Probate, AL
04/14/2006 01:43:53PM FILED/CERT

20060414000175320 3/9 $36.00
Shelby Cnty Judge of Probate, AL
04/14/2006 01:43:53PM FILED/CERT

STATE OF Arkansas)
COUNTY OF Union) ss:

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named J. Stephen Simmons, to me personally well known, who stated that he was a Secretary of "MERS", a _____ corporation, and stated and acknowledged that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2006.

Gena Kanette Dismuke
Notary Public

My commission expires:
4-1-2013
(S E A L)

GENA LANETTE DISMUKE
NOTARY PUBLIC - ARKANSAS
UNION COUNTY
My Commission Expires: 4-1-2013

STATE OF Arkansas)
COUNTY OF Union) ss:

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named **Jerry Bullard**, to me personally well known, who stated that he was a **Chief Operating Officer** of **FIRST FINANCIAL BANK** and stated and acknowledged that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2006.

Sheila Guthrie
Notary Public: Sheila Guthrie

My commission expires:4-1-2010

_____
(S E A L)

STATE OF ARKANSAS
SHEILA GUTHRIE
NOTARY PUBLIC
UNION COUNTY
My Comm. Exp. April 1, 2010

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EXHIBIT A TO

MORTGAGE ASSIGNMENT MODIFICATION

LOAN#182750/4800151290
MIN1000226-0000182750-9

_____ 1. Incorrect or missing PROPERTY ADDRESS:

CORRECT ADDRESS: _____

_____

_____ 2. Incorrect or missing name of original MORTGAGOR or MORTGAGEE (circle one):

CORRECT NAME: _____

_____ 3. Incorrect or missing EXECUTION DATE; FIRST PAYMENT DATE; NOTE DATE; CLOSING DATE; or MATURITY DATE (circle one):

CORRECT DATE: _____

__X___ 4. Incorrect Mortgage Recording Data:

CORRECT DATA:

MORTGAGE DATED 1/17/03 RECORDED 1/28/003 AS DOCUMENT NO.200301280000049830 AND RE-RECORDED 2/18/03 AS DOCUMENT NO.200302180000100670. _____

_____

_____ 5. Incorrect Loan Data or Amounts: _____

_____

_____

CORRECT DATA: _____

_____

254692B

182750
Hornsby

20030604000347440 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
06/04/2003 13:02:00 FILED/CERTIFIED

ASSIGNMENT OF MORTGAGE
(Alabama)

4800151290

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That Mortgage Electronic Registration Systems, Inc. ("MERS"), its successors and assigns, for value received by it in hand paid by First Financial Bank, hereinafter called Assignee, does hereby grant, bargain, sell and convey and assign unto the said Assignee that certain mortgage executed by

MARK A. HORNSBY and JINA J. HORNSBY, Husband and Wife

and recorded in Volume 20030218000100670 of the Probate Court of SHELBY County, Alabama together with the debt secured thereby and all right, title and interest in and to the property therein described, without recourse against the said MortgageAmerica, Inc.

IN WITNESS WHEREOF, MortgageAmerica, Inc. has caused this conveyance to be signed by R. Ann Deegan, its Assistant Secretary on the 28th day of January, 2003.

Mortgage Electronic Registration
Systems, Inc. (MERS),

By: _____
Assistant Secretary

MORTGAGE AMERICA, INC. CORPORATE SEAL

ATTEST:

Cynthia Cottrell
Assistant Secretary

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said State, in said County, hereby certify that R. Ann Deegan, whose name as Assistant Secretary of Mortgage Electronic Registration Systems, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me of this day, that, being informed of the contents of the conveyance as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28th day of January, 2003.

Elizabeth A Thompson
Notary Public

ELIZABETH A. THOMPSON NOTARY PUBLIC ALABAMA STATE AT LARGE EXP. 8-13-06

My commission expires

This instrument was prepared by
Sharon Barnett

MORTGAGEAMERICA, INC
P.O. Box 43500
Birmingham, AL 35243

MIN: 1000226-0000182750-9

MERS Phone: 1-888-679-6377

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Shelby Cnty Judge of Probate, AL
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(PC ASSGN FIRST FINANCIAL AL MERS)

[redacted]

20030128000049830 Pg 1/15 273.05
Shelby Cnty Judge of Probate,AL
01/28/2003 13:20:00 FILED/CERTIFIED

20030218000100670 Pg 1/15 54.00
Shelby Cnty Judge of Probate,AL
02/18/2003 09:49:00 FILED/CERTIFIED

Return To:

FFB 182750
Last Name Hornsby
USB #
MIN

[Space Above This Line For Recording Data]

Loan #
182750

MORTGAGE

MIN 1000226-0000182750-9

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 17th, 2003, together with all Riders to this document.
(B) "Borrower" is MARK A. HORNSBY and JINA J. HORNSBY, Husband and Wife

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. 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, tel. (888) 679-MERS.

*This mortgage is being re-recorded to add the date of execution on sections A & E.

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Thomas Foster

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the PROBATE OFFICE of SHELBY :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Lot 105, according to the Survey of Autumn Ridge, as recorded in Map Book 12, pages 4, 5 and 6, in the Probate Office of Shelby County, Alabama.

Parcel ID Number: 13-8-27-4-002-105.000 which currently has the address of
1134 INDEPENDENCE DRIVE [Street]
ALABASTER [City] , Alabama 35007- [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

20060414000175320 7/9 $36.00
Shelby Cnty Judge of Probate, AL
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[redacted]

20030128000049830 Pg 1/15 273.00
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01/28/2003 13:20:00 FILED/CERTIFIED

20030218000100670 Pg 1/15 54.00
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Return To:

FFB 182750
Last Name Hornsby
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[Space Above This Line For Recording Data]

Loan #
182750

MORTGAGE

MIN 1000226-0000182750-9

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ALABASTER [City] , Alabama 35007- [Zip Code]
("Property Address"):

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