

Corrective Loan Modification Agreement

EXTENSION AND MODIFICATION AGREEMENT

This Loan Extension and Modification Agreement, made this 19th day of June 2009, between Janet W. Lowery and husband, Kenny W. Lowery (Borrower) and Regions Bank d/b/a Regions Mortgage (Lender), amends and supplements (1) Mortgage as a Modified Debt (the "Security Instrument") and (2) the Note 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:

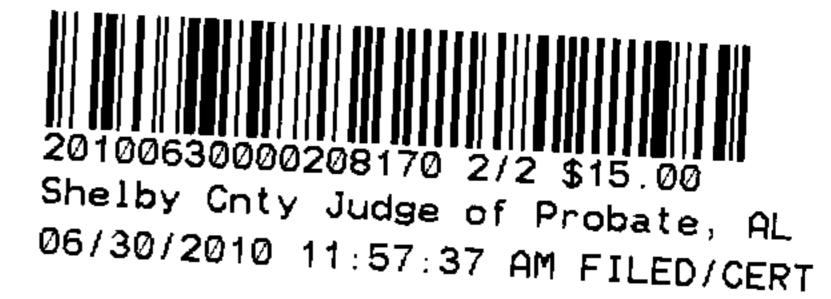
Lot 234, according to the Survey of Waterford Village-Sector 3, as recorded in Map Book 31, Page 135, in the Probate Office of Shelby County, Alabama.

Street Address: 2067 Village Lane, Calera, AL 35040

and recorded in Instrument Number 20080502000181600 in the Office of the Probate Judge of Shelby County, Alabama.

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 19, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") in U.S. \$114,517.58 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The initial interest rate in effect from the date of this Extension and Modification Agreement until June 1, 2039, is 5.625%, payable in monthly installments of \$659.23 plus an additional amount for the monthly escrow payment, if applicable, commencing on the <u>first</u> day of July 2009, and on the first day of each month thereafter.
- 3. If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the borrower.
- 4. The Borrower also will comply with all other covenants, agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
- 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 the Borrower



and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this agreement.

WITNESS OUR SIGNATURE ON THE DATE SET FORTH HEREIN.

Janet W. Lowery

Kenny W.Lowery

STATE OF ALABAMA_ COUNTY OF Shelby

Personally appeared before me, Janet W. Lowery and Kenny W. Lowery, the undersigned Notary Public, in and for the State and County, hereby certify that Janet W. Lowery and Kenny W. Lowery acknowledged before me on this day that being informed of the contents of this agreement, they executed the same voluntarily on this date.

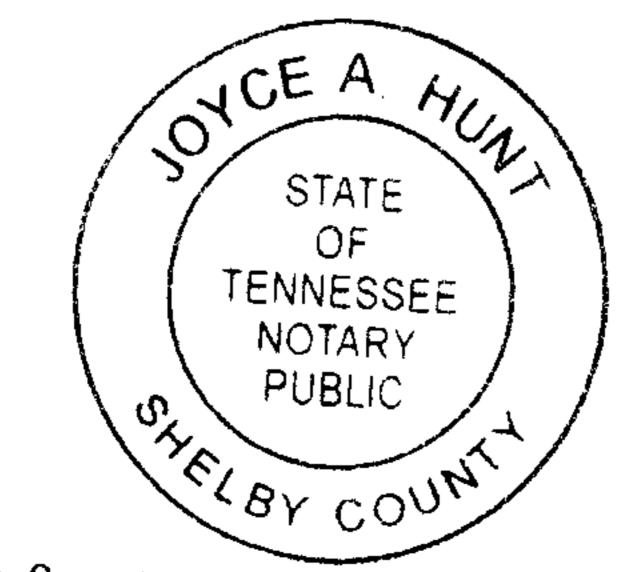
Given under my hand an	d notarial seal	on this the May of Oune, 2009.
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EXP. 9/MOMORY RUBLIC MYCCOMMISSION EXPIRES:	9/15/2	010
STATE MANAGEMENT OF THE PROPERTY OF THE PROPER	BY:	Regions Bank d/b/a Regions Mortgage Cordestan McCon its A.V.P.
STATE OF COUNTY OF Sholby		

Personally appeared before me, OUC A The undersigned Notary Public, in and for the State and County, hereby certify that CARLEGER Mwhose name as that being informed of the contents of this agreement, with full authority executed the same voluntarily for and as the act for Regions Bank d/b/a Regions Mortgage on this date.

Given under my hand and Notarial seal on this the 2/6td day of <u>Juny</u> 2009.

NOTARY PUBLIC

MY COMMISSION EXPIRES: February 23, 2014



My Commission Expires February 23, 2014