

Loan # 470422-7

Inst # 1998-49189

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12/10/1998-49189
LOAN MODIFICATION AGREEMENT
(Providing for ~~SHIRLEY~~ **SHIRLEY** JUDGE OF PROBATE
002 NEL 12.00

This Loan Modification Agreement ("Agreement"), made this 16th day of November, 1998, between Henry Clyde Dailey, joined by Kay Dailey, his wife ("borrower") and Regions Bank (Lender"), amends and supplements (1) the Mortgage, Deed of Trust, Deed to Secure Debt or Security Deed ("Security Instrument"), dated October 2, 1996, and recorded in Book or Liber Inst. #1996-33613 page(s) , of the Public Mortgage Records of Shelby County, Alabama, and (2) 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 1071 Greymoor Rd Hoover, Alabama 35242

[Property Address]

the real property described being set forth as follows:

Lot 87, according to the Survey of Greystone, 5th Sector, Phase I, as recorded in Map Book 17, Page 72 A, B. & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

1. As of January 1, 1999, the amount payable under the Note and the Security Instrument ("Unpaid Principal Balance") is U.S. \$ 435,051.57 consisting of the amount(s) loaned to Borrower by 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. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.375 % from December 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 3,759.94 beginning on the 1st day of January, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2013 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Regions Mortgage, Inc. or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or a beneficial interest in the Borrower is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may, at its option, 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 thirty (30) days from the date the notice is delivered or mailed within which the 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. 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.

6. This Modification of Note and Security instrument shall bind to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

WITNESS the hand seal of each of the undersigned as the day and year first above written.

[Signature]
Witness
Elizabeth Diane Dawson
Witness

[Signature] (SEAL)
Henry Clyde Dailey (Borrower)
[Signature] (SEAL)
Kay Dailey (Borrower)

STATE OF Alabama)
COUNTY OF _____)

On this 20th day of November, 1998 before by appeared Henry Clyde Dailey and Kay Dailey to me personally known to be the person(s) described in and who executed the foregoing instrument as Borrower(s) and acknowledged that they executed the same as their free act and deed.

My Commission Expires: March 24, 2000

Elizabeth Diane Dawson
(Notary Public)

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12/10/1998-49189
10:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE the day of, 12.00

IN WITNESS WHEREOF, the said _____ has caused this instrument to be executed, in its name and behalf, by _____ its duly authorized Attorney-in-Fact, and its corporate seal affixed, this _____ day of, _____, 19____.

This instrument was prepared by:
Traci Varon
employee of
REGIONS MORTGAGE, INC.
605 South Perry Street
Montgomery, AL 36104

Regions Bank
by Marcia T. Johnson, as
its duly authorized Officer

BY: [Signature]
ATTEST: [Signature]
Witness the execution hereof by _____

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marcia T. Johnson and Ernie Wright whose names as Vice President and Assistant Vice President respectively, of Regions Mortgage, Inc., acting as Officer for Regions are signed to the foregoing Instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they who are known to me as such officers and with full authority, executed the same voluntarily for and as the act of Regions Mortgage, Inc., acting in its capacity as Officer for Regions Mortgage, Inc.

Given under my hand and seal of office, this 3rd day of December, 1998.

Charles C. Huguesa
Notary Public
My Commission Expires: 4-3-2001