

Loan # 005133517

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 16th day of June 2003, between J. Scott Robertson joined by Lori L., Robertson, 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 March 27, 1998, and recorded instrument 1998-11804 of Shelby County Georgia 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:

904 Greymoor Cove Hoover, Alabama 35242 [Property Address]

The real property described being set forth as follows:

Legal description:

Lot 44, according to the survey of Greystone, 5th sector, Phase 1, as recorded in Map Book 17 page 72 A, B & C in the Probate Office of Shelby County, Alabama.

- 1. As of <u>August 1, 2003</u>, the amount payable under the Note and the Security Instrument ("Unpaid Principal Balance") is U.S. \$ 236,349.01 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 4.75 % from July 1, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 2.527.76 beginning on the 1st day of August, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 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 <u>Regions Mortgage</u>, Inc. or at such other place as the Lender may require.
- 3. If all or any 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 the Lender exercises this option, Lender shall give the 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 cancelled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of the 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 unders | signed as the day and year first above written. |
|--|--|
| Debaroh Timker | (SEAL) |
| Witness (Sign & Print) | (Borrower) |
| Witness (Sign & Print) | (SEAL) (Borrower) |
| State of () | |
| County of Aller | |
| I, the undersigned authority, A Notary Public in and for sale of the same who are known to me acknowledged before me on this day they executed the same voluntarily on the day the same be | |
| Given under my hand and seal this day of | Luce 2001 La Calono |
| | (Notary Public) My Commission Expires: |
| | MY COMMISSION EXPIRES OCTOBER 17.2005 |
| ATTEST | LENDER: Regions Mortgage, Inc., acting as Servicing agent for Regions Bank |
| BY: Marcia T. Johnson | BY: Sleady Office X Glenda V. Yelverton |
| ITS: Vice President | ITS: Senior Vice President, |
| STATE OF ALABAMA) COUNTY OF MONTGOMERY) | |
| I, the undersigned, a Notary Public in and for said County Yelverton and Marcia T. Johnson | whose names as Senior Vice President |
| and who are known to me, acknowledged before me on this | Mortgage, Inc. are signed to the foregoing instrument is date that, being informed of the contents of said with full authority, executed the same voluntarily for and as |
| Given under my hand and seal of office, this day of | July , 20 03 |
| | Haire Cheminator |
| This Instrument was prepared by: | My Commission Expires: 10-15-54 |
| | |
| Glenda O. Hope Representative of: | |

Return Recorded Instrument to:

Regions Mortgage Inc. Attn: Customer Service Post Office Box 669 Montgomery, AL 36101

Regions Mortgage, Inc.

Montgomery, AL 36101

Post Office Box 669