20030902000580840 Pg 1/4 21.00
Shelby Cnty Judge of Probate,AL
09/02/2003 11:34:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY/PARISH OF Shelby

MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT is made and entered into this 28th day of August, 2003, by and between RICHARD L CARMAN & wife SUSAN K CARMAN

(hereinafter referred to as "Borrower"), and REGIONS BANK
(hereinafter referred to as "Lender") for the property located at 230 BRYNLEIGH CIRCLE CHELSEA ALABAMA 35043

WITNESSETH:

WHEREAS, Borrower executed a note (the "Note") in favor of the Lender dated 12/19/2002, in the original principal amount of $ 179,100.00; and

WHEREAS, Borrower executed a mortgage, deed of trust or security deed (the "Security Instrument") dated 12/19/2002, in favor of the Lender securing the indebtedness evidenced by the above referenced Note with a parcel of land described on Exhibit "A" attached hereto and incorporated herein by reference and being more particularly described in said Security Instrument; and

WHEREAS, the above referenced Security Instrument was recorded in Mortgage Book ______, Page ______, or instrument number 20021227000645420, of the Shelby County/Parish, Alabama, records on 12/27/2002; and

WHEREAS, the parties now desire to amend and modify the Note and the Security Instrument to provide for changes in the terms;

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the parties do herein agree to the modification of the Note and the Security Instrument as herein set forth:

1.

The Note is herein amended and modified as follows: (appropriate boxes are marked)

☐ The parties herein agree that, effective as of ______, the new loan amount shall be $______.

☐ Effective as of ______, the interest rate to be charged on the unpaid principal balance shall be ______% per annum.

☒ The monthly payments of principal and interest will now begin on October 1, 2003 and will continue thereafter to be paid on the same day of each succeeding month until paid in full.

☒ The new monthly payments of principal and interest will be in the amount of $ 865.15.

☐ The new maturity date shall be ______.

☐ Other: ______.

2.

The Security Instrument is herein amended and modified as follows: (appropriate boxes are marked)

☐ Effective as of ______, the new loan amount shall be $______.

☐ The new maturity date shall be ______.

☐ The initial interest rate as set forth in the Adjustable Rate Rider is herein changed from ______% to ______%.

3.

All other terms and provisions of the Note and the Security Instrument not herein specifically amended and modified shall remain in full force and effect as originally set forth in the respective documents. Nothing contained herein shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument.

4.

Borrower herein represents and warrants that it is not in default under the terms of the Note or the Security Instrument, and further that it knows of no event that has occurred which, but for the passage of time, would constitute an event of default under the terms of the Note or the Security Instrument.

5.

(Check Appropriate Box)

☐ There are no intangible taxes due upon the recording of this Modification Agreement because the above referenced State does not collect an intangible tax on the recording of Security Instruments.

☑ There are no intangible taxes due upon the recording of this Modification Agreement because the intangible tax was paid at the time of the recording of the Security Instrument and the amount of the underlying indebtedness has not increased.

☐ There is an intangible tax due of $______________ because the amount of the underlying indebtedness has increased from $_________________ to $_________________. Such tax amount is herewith remitted at this time.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals as of the day and year first above written.

As To Borrower(s):

Signed, sealed and delivered
in the presence of:

____
Witness

BORROWER(S):

_______________________(SEAL)
RICHARD L CARMAN

_______________________(SEAL)
SUSAN K CARMAN

_______________________(SEAL)

_______________________(SEAL)

As to Lender:

Signed, sealed and delivered
in the presence of:

____
Witness

____
Witness

LENDER:

REGIONS BANK

By: _______________________

Title: EVP

[CORPORATE SEAL]

This instrument prepared by: Michael A. O'Brien, attorney
212 West North ST.
Talladega AL 35160

ACKNOWLEDGMENT AS TO BORROWER(S)

STATE OF ALABAMA
COUNTY/PARISH OF TALLADEGA

This is to certify that before me, a notary public, personally appeared Richard L. Carman & wife, Susan K. Carman, each of whom is known to me personally (or proved to me their identity on the basis of satisfactory evidence) and who acknowledged before me on this day that he/she did execute the foregoing instrument voluntarily and of his/her own free will for the purposes therein contained.

Witness my hand and official seal, this 28th day of August, 2003.

Notary Public

My Commission Expires: 06/21/04

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ACKNOWLEDGMENT AS TO LENDER

STATE OF ALABAMA
COUNTY/PARISH OF TALLADEGA

This is to certify that before me, a notary public, personally appeared Joe Williams known to me personally (or proved to me on the basis of satisfactory evidence) and who acknowledged to me that he/she is Executive Vice President, of Regions Bank, a corporation, and did acknowledge that, as such officer and with full authority, he/she did execute, seal and deliver the foregoing instrument for and on behalf of the corporation and as the free act and deed of the corporation.

Witness my hand and official seal, this 28th day of August, 2003, ____.

Notary Public

My Commission Expires: 06/21/04

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EXHIBIT "A"

Lot 210, according to the Survey of Brynleigh Estates, 2nd Sector, Givianpour's Addition to Double Mountain, as recorded in Map Book 21 at page 65 in the Probate Office of Shelby County, Alabama.

Richard L. Carman

Susan K. Carman