

This document was prepared by:

Regions Mortgage
P. O. Box 669
Montgomery, AL 36101
Eva Griffin

October 9, 2003
Date

#5828736
Loan Number

Clifford G. Moore and Dianne
Moore, His Wife
Mortgagor(s)

2365 Hwy 9
Property Address

Wilsonville, AL 35186
City and State Zip

1674189289
FNMA INVESTOR #

FannieMae

Agreement for Modification or Extension of Mortgage

To: **Federal National Mortgage Association**

The Mortgagor identified above (hereinafter referred to as the "Mortgagor") does hereby apply for a **Modification** of the payment provisions of the above-numbered ("Modification" or "Extension") account covering an indebtedness owing from the Mortgagor to Fannie Mae National Mortgage Association (hereinafter referred to as the "Mortgagee"), evidenced by a note (or bond) and secured by a real property mortgage (or trust deed) (said note or bond and real property mortgage or trust deed as hereinafter referred as the "Mortgage") and the Mortgagor represents and agrees as follows:

- (1) Mortgagor is now the owner and holder of the real property encumbered by said Mortgage, recorded in the public records in Shelby of Alabama in Instrument #2000-03980.
- (2) Under the terms of said Mortgage, there remains unpaid as of the first day of the month in which this Agreement is made, the sum of \$52,768.84 for principal, \$ Zero for interest thereon, \$ Zero, for advances made by the Mortgagee thereunder, and \$0.00 for interest on such advances, aggregating a total sum of \$52,768.84, for which amount the Mortgagor is indebted to the Mortgagee under said Mortgage, which is a valid lien, to which Mortgagor has no defenses, off-sets or counterclaims.
- (3) Mortgagor hereby deposits with the Mortgagee the sum of \$22,919.05 which is to be applied upon the present balance due on the principal of said Mortgage, (including advances, if any), and the sum of \$ Zero which is to be applied upon the delinquent interest due upon said principal (and advances, if any); application of said deposited amounts is to be made as of the effective date of this modification or extension, which if not executed by Mortgagee, shall be returned to the Mortgagor.
- (4) Mortgagor agrees the terms of said Mortgage are modified or extended relative to the payment of said indebtedness by providing for payment of the balance of the principal, including any unpaid interest due thereon, (after the deposits aforementioned have been applied thereto), as follows: Said total balance of \$29,849.79 is to be paid, with interest at the same rate per annum stipulated in the Mortgage, on the unpaid balance, in equal monthly installments of \$ 334.50 (exclusive of sums required to be deposited for the payment of taxes, insurance, etc), the first of said installments shall become due and payable on the day of December 1, 2003, and the remaining installments, successively, on the day of each and every month thereafter, until said mortgage indebtedness is fully paid, except that if not sooner paid, the final payment

cof principal and interest shall be due and payable on the day of March 1, 2015 which is the present or extended maturity date.

(5) Mortgagor agrees to make the payments as specified in paragraph (4) hereof and understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in said Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of said modified payments hereunder.

(b) All covenants, agreements stipulations and conditions in said Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof; nor shall this Agreement in any way impair, diminish, or affect any of the Mortgagee's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which the Mortgagee is presently entitled against any property or any other persons in any way obligated for or liable on the Mortgage, are expressly reserved by the Mortgagee.

(c) All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by Mortgagor and shall be secured by said Mortgage.

(d) Mortgagor agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by the Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

Clifford G. Moore
Clifford G. Moore
Sign & Print

Vernice Stoudenmire
(Witness #1) Sign & Print

Dianne Moore
Dianne Moore
Sign & Print

Vernice Stoudenmire

Vernice Stoudenmire
(Witness #1) Sign & Print

Vernice Stoudenmire

On this 24 day of October 2003 before me appeared
Clifford G. Moore and Dianne Moore, to me personally known to be the
persons(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: 02/11/06

Kay M. Ray
Notary Public

Agreed to by:
Regions Mortgage

By _____
Glenda Yelverton, Sr. Vice President

Attested By _____
Marcia T. Johnson, Vice President

Date _____, 2003.

Witness

Witness

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, Hereby certify that **Glenda Yelverton and Marcia T. Johnson**, whose name as **Senior Vice President and Vice President** of Regions Mortgage, is signed to the foregoing Instrument and who is known to me, acknowledged before that on this date that, being informed of the contents of the said instruments, that she as such officer and with full authority, executed the same voluntarily for and as the act of Regions Mortgage, acting in its capacity as Officer for Regions Mortgage.

Given under my hand and seal of office, this _____ day of _____ 2003.

Notary Public: **Elaine C. Pennington**
My Commission Expires: **October 18, 2004**