

AFTER RECORDING RETURN TO:

Kathy Sweezey
Regions Mortgage
P. O. Box 669
Montgomery, AL 36101

Loan # 0005680517

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**MATURITY DATE NOT
BEING EXTENDED.
MODIFICATION TO
INTEREST RATE. NO NEW
MONEY**

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of January 2004, between Randal E. Bearden, joined by his wife, Donna M. Bearden, married ("borrower") and Regions Bank*, ("Lender") amends and supplements (1) the Mortgage Deed of Trust, Deed to Secure Debt or Security Deed ("Security Instrument"), dated July 12, 1999, and recorded in Book or Instrument #1999-29410 page(s) n/a of the 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:

276 Oak Forest Trail Pelham, Alabama 35124

Tax ID# 145160000004009 [Property Address]

* **Regions Bank d/b/a Regions Mortgage f/k/a Regions Mortgage Inc.**

The real property described being set forth as follows:

Lot 6-A according to the Survey of Oak Forest, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 25 at page 11.

1. As of March 1, 2004, the amount payable under the Note and the Security Instrument ("Unpaid Principal Balance") is U.S. \$ 149,621.36 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 February 1, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,510.41 beginning on the 1st day of March 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2014 (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 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 undersigned as the day and year first above written.

Cynthia Sprich
Witness (Sign & Print)
Cynthia Sprich
Witness (Sign & Print)

Randal E. Bearden (SEAL)
Randal E. Bearden (Borrower)

Donna M. Bearden (SEAL)
Donna M. Bearden (Borrower)

State of Alabama)

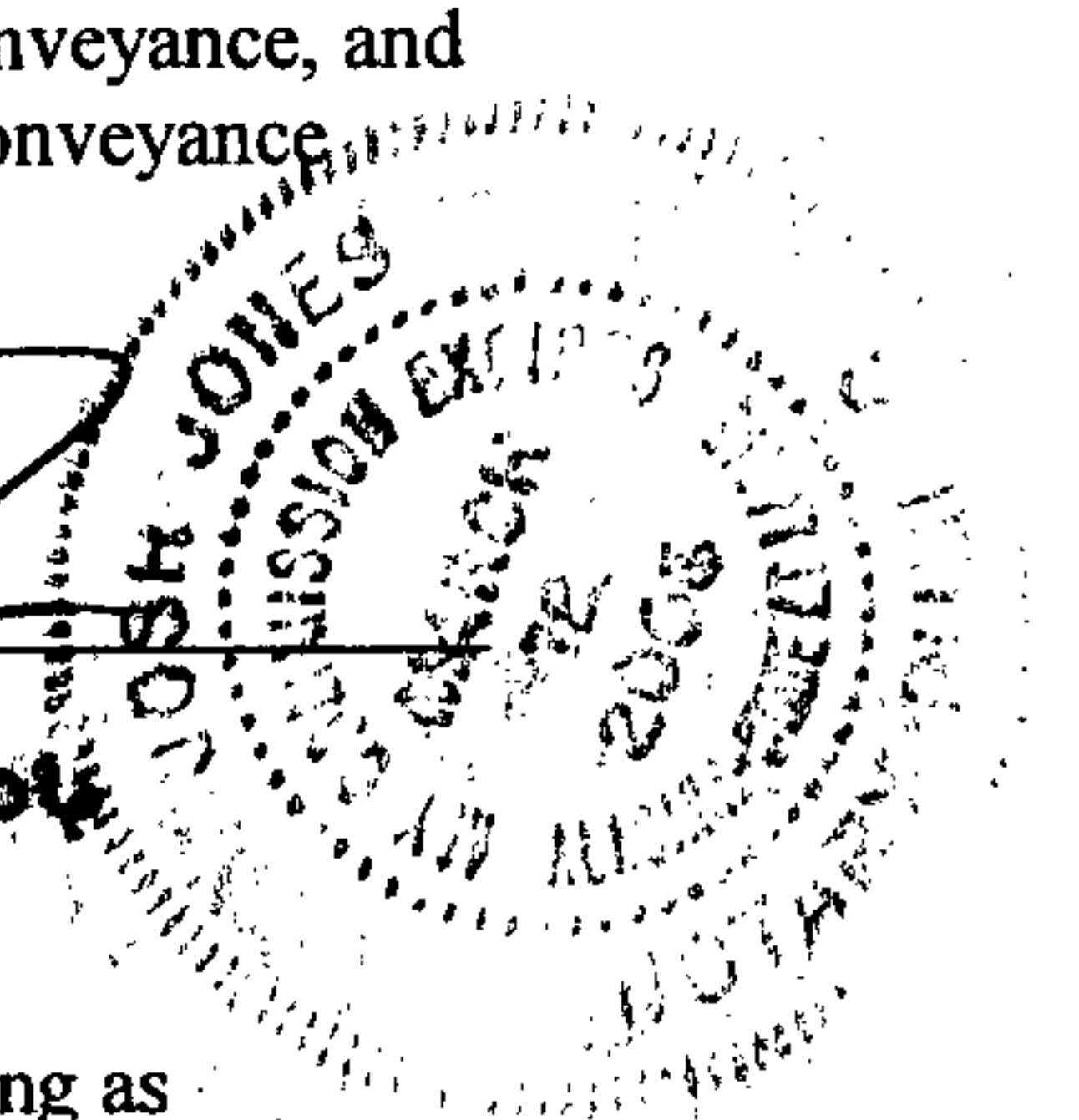
County of Shelby)

I, the undersigned authority, A Notary Public in and for said State and County hereby certify that Randal E. Bearden
and Donna M. Bearden, whose names are signed to the foregoing conveyance, and
who are known to me acknowledged before me on this day, that, being informed of the contents of this conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of January, 2004

(Notary Public)

My Commission Expires 3/12/04



ATTEST

LENDER: Regions Mortgage, acting as
Servicing agent for Regions Bank

BY: Marcia T. Johnson
Marcia T. Johnson

BY: Glenda V. Yelverton
Glenda V. Yelverton

ITS: Vice President

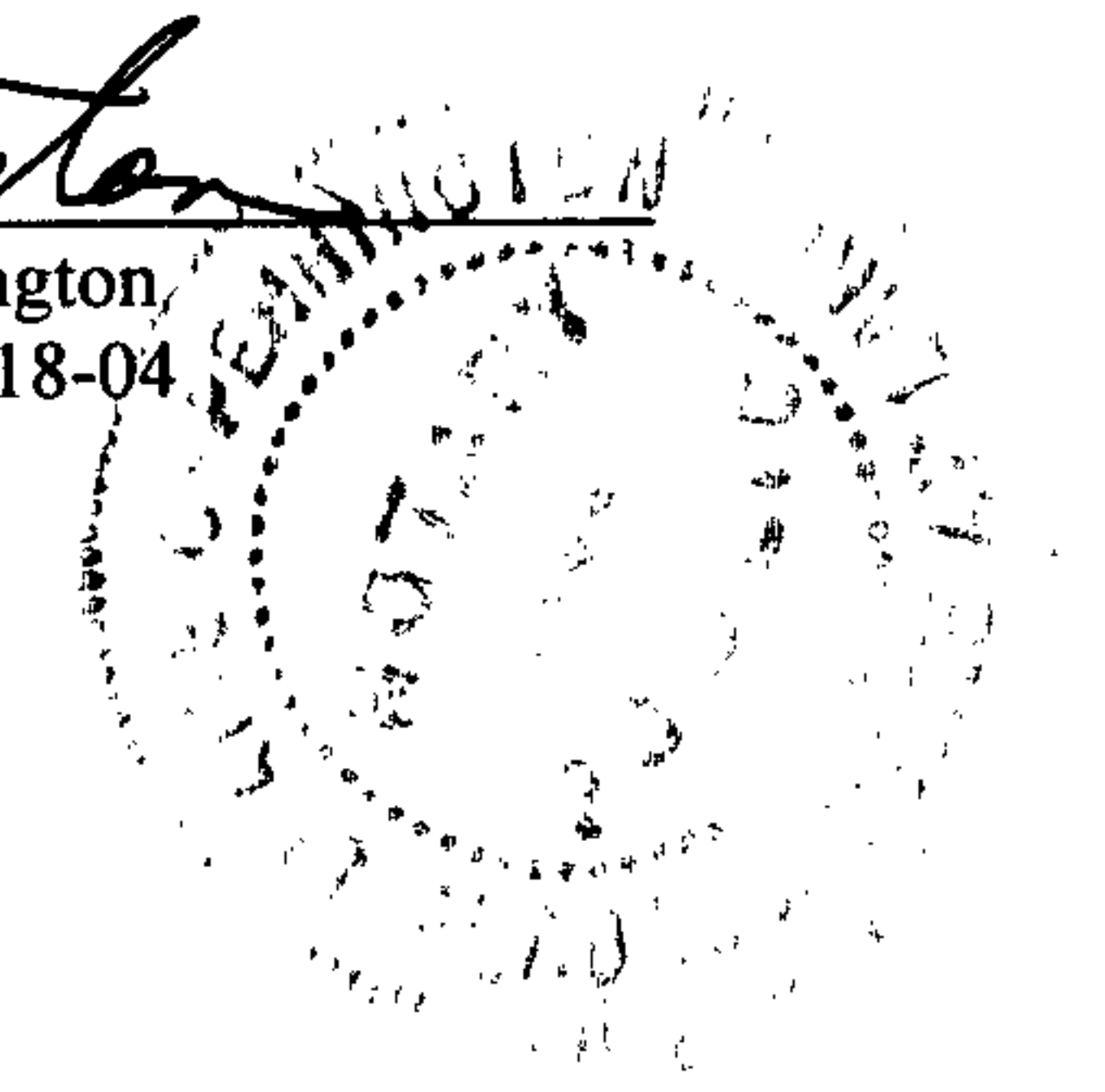
ITS: Senior Vice President,

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Glenda V. Yelverton
and Marcia T. Johnson whose names as Senior Vice President and Vice
President respectively, of Regions Mortgage 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.

Given under my hand and seal of office, this 20th day of February, 2004.

Elaine Pennington
Notary Public – Elaine Pennington
My Commission Expires: 10-18-04



This Instrument was prepared by:

Cindy Smith
Representative of:
Regions Mortgage
Post Office Box 669
Montgomery, AL 36101

Return Recorded Instrument to:
Regions Mortgage
Attn: Customer Service
Post Office Box 669
Montgomery, AL 36101