

AFTER RECORDING RETURN TO:
Kathy Sweezey
Regions Mortgage
P. O. Box 669
Montgomery, AL 36101

Loan # 005461405

[Space Above This Line For Recording Data]

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 <u>5th</u> day of April 2004, between <u>Edward J Coyne</u> <u>Joined by his wife Beulah S. Coyne</u> ("borrower") and <u>Regions Bank</u>, ("Lender") amends and supplements (1) the Mortgage Deed of Trust, Deed to Secure Debt or Security Deed ("Security Instrument"), dated <u>January 5, 1999</u>, and recorded in <u>Instrument # 1999-00956 of the records of Shelby County</u>, AL 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:

* Regions Bank DBA Regions Mortgage FKA Regions Mortgage, Inc.

2752 Berkeley Dr Birmingham, Alabama 35242

[Property Address]

Tax 10# 101110001008012

The real property described being set forth as follows:

Legal description:

Lot 14 and 14A, Block 9, according to the Plat of the First Addition to Woodford, a subdivision of Inverness, as recorded in Map Book 10, page 86, in the Office of the Judge of Probate of Shelby County, Alabama.

Tax ID # 101110001008012

- 1. As of May 1, 2004, the amount payable under the Note and the Security Instrument ("Unpaid Principal Balance") is U.S. \$ 215,649.25 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 April 1, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,291.00 beginning on the 1st day of May 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 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 <u>Regions Mortgage</u> 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.
Witness (Sign & Print)	The (SEAL)
Trudi Johnson	(Borrower)
Witness (Sign & Print) Trucki Johnson	(Borrower)
State of <u>Alaborna</u>)	
County of)	
I, the undersigned authority, A Notary Public in and for said State a and Seular Scorne, whose who are known to me acknowledged before me on this day, that, be they executed the same voluntarily on the day the same bears date.	names are signed to the foregoing conveyance and
Given under my hand and seal this / 3 day of	, 2004.
	(Notary Public) My Commission Expires: June 15, 2006
ATTEST	LENDER: Regions Mortgage, acting as Servicing agent for Regions Bank
BY: Marcia T. Johnson	BY: Meller Glenda V. Yelverton
ITS: <u>Vice President</u>	ITS: Senior Vice President,
STATE OF ALABAMA) COUNTY OF MONTGOMERY)	
I, the undersigned, a Notary Public in and for said County in said Sta Yelverton and Marcia T. Johnson whose r and Vice President respectively, of Regions Mortgag	e are signed to the foregoing instrument
and who are known to me, acknowledged before me on this date that instrument, they who are known to me as such officers and with full the act of Regions Mortgage	t, being informed of the contents of said
Given under my hand and seal of office, this day of May	My Commission Expires: 10-18-04
ins msuament was prepared by:	
<u>Jerri Johnson</u> Representative of: Regions Mortgage, Inc.	

Representative of:
Regions Mortgage, Inc.
Post Office Box 669
Montgomery, AL 36101

Return Recorded Instrument to:

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