

AFTER RECORDING RETURN TO:

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

Loan # 0005601752

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LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate)

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

This Loan Modification Agreement ("Agreement"), made this 24th day of August 2004, between Thomas W. Miller joined by Donna P. Miller 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 August 20, 1999 and recorded as instrument # 1999-35452, Shelby County, Alabama of the 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:

20210 Highway 55 North
Sterrett, AL 35147

Tax ID # 053080001018000 [Property Address]

the real property described being set forth as follows:

A parcel of land situated in the NW ¼ of the SW ¼ of Section 8, Township 18 south, rage 2 East, more particularly described as follows:

Begin at the Northeast corner of the NW ¼ of the SW ¼ of section 8, Township 18 South, Range 2 East; thence West along the North Line of said ¼ ¼ a distance of 742 feet to the East right of way line of Shelby County Highway No. 55; thence Southerly along said right of way a distance of 1019 feet to the Northwest corner of land owned by Tommy Jerry Burcham by deed book 314, page 495; thence easterly a distance of 1130 feet along said Tommy Jerry Burcham land to a point in the East Line of Said ¼ ¼; said point being 842 feet South of the NE corner of said ¼ ¼; thence North 842 feet along said East line to the point of beginning; being situated in Shelby County, Alabama.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 1, 2004, the amount payable under the Note and the Security Instrument ("Unpaid Principal Balance") is U.S. \$174,126.12 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 until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of 4.875 %. The interest rate Borrower will pay will change in accordance with Section 4.
3. (A) Time and Place of Payment

Borrower will pay principal and interest by making payments every month.

Borrower will make monthly payments on the first (1st) day of each month beginning on October 1, 2004.

Borrower will make payments every month until all of the principal and interest and any other charges that Borrower may owe under the Note have been paid. Borrower's monthly payments will be applied to interest before principal. If on, September 1, 2029 Borrower still owes amounts under the Note, Borrower will pay those amounts in full on that date, which is called the "Maturity Date".

Borrower will make monthly payments at Regions Mortgage or at a different place if required by Lender.

(B) Amount of Borrower's Initial Monthly Payments

Each of Borrower's initial monthly payments will be in the amount of U.S. \$ 1,005.29. This amount may change.

(C) Monthly Payment Changes

Changes in Borrower's monthly payment will reflect changes in the unpaid principal of the Note and in the interest rate that Borrower must pay. Lender will determine the new interest rate and the changed amount of the monthly payment in accordance with Section 4.

4. (A) Change Dates

The interest rate Borrower will pay may change on the first day of September 1, 2009 and on that day every 12 month thereafter. Each date on which the interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first change date, Borrower's interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board.

The most recent Index figure available as of the date forty-five (45) days before each Change Date is called the "Current Index".

If the Index is no longer available, Lender will choose a new index that is based upon comparable information. Lender will give Borrower notice of this choice.

(C) Calculation of Changes

Before each Change Date, Lender will calculate Borrower's new interest rate by adding **Two and Three Quarters** percentage point(s) (**2.75** %) to the Current Index. Lender will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be the new interest rate until the next Change Date.

Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payment. The result of this calculation will be the new amount of the Borrower's monthly payment.

(D) Limits on Interest Rate Changes

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

- ☐ (1) There will be no maximum limit on interest rate changes.
- ☒ (2) The interest rate Borrower is required to pay at the first Change Date will not be greater than **6.875% or less than 2.875%**.
- ☒ (3) Borrower's interest rate will never be increased or decreased on any single Change Date by more than **two** percentage point(s) (**2.00%**) from the rate of the interest Borrower has been paying for the preceding period.
- ☒ (4) Borrower's interest rate will never be greater than **9.875** %, which is called the "maximum rate".

(E) Effective Date of Changes

Borrower's interest rate will become effective on each Change Date. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

(F) Notice of Changes

Lender will deliver or mail to Borrower a notice of any changes in the interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given to Borrower and also the title and telephone number of a person who will answer any questions Borrower may have regarding this notice.

5. 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.

6. 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.
7. 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.
8. This Modification of Note and Security Instrument shall bind to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

LOAN MODIFICATION AGREEMENT – Single Family – Fannie Mae Uniform Instrument Form 3179 2/88

Witness the hand seal of each of the undersigned as the day and year first above written.

William O. Piersol III
Witness (Sign & Print)

William O. Piersol III

Thomas W. Miller (SEAL)
(Borrower)

Regina Kerton
Witness (Sign & Print)

Donna P. Miller (SEAL)
(Borrower)

State of Alabama)

County of Jefferson)

I, the undersigned authority, A Notary Public in and for said State and County hereby certify that Thomas W. Miller
and Donna P. Miller, 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 26 day of August, 2004.

Jay S. Willie
(Notary Public)

My Commission Expires: 6-2-06

ATTEST

BY:

Marcia T. Johnson
Marcia T. Johnson

ITS: Vice President

LENDER: Regions Bank, DBA Regions Mortgage, AKA
Regions Mortgage Inc.

BY:

Glenda V. Yelverton
Glenda V. Yelverton

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 Bank, DBA Regions Mortgage, AKA Regions Mortgage Inc. 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 Bank, DBA Regions Mortgage, AKA Regions Mortgage Inc.

Given under my hand and seal of office, this 10th day of September, 2004.

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

This Instrument was prepared by:

Tammy Richardson
an employee 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