05-0306

20050729000382580 1/6 $416.00
Shelby Cnty Judge of Probate,AL
07/29/2005 02:40:20PM FILED/CERT

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 6TH day of JULY, 2005, between
GEORGE E. MADI, A MARRIED PERSON

JOINED HEREIN BY YVETTE G. MADI

("Borrower") and

RENASANT BANK F/K/A HERITAGE BANK

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any,
DATED: 07/06/2004 RECORDED IN 20040714000388360, OFFICIAL RECORDS

of SHELBY County, ALABAMA and (2) the Note,
[County and State, or other Jurisdiction]

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
1004 EAGLE CREEK COVE, BIRMINGHAM, ALABAMA 35242,
[Property Address]

43-0404090005

Initials: GEM
YGM

the real property described being set forth as follows:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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

1. As of JULY 06, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $260,000.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.6250 %, from JULY 06, 2005. Borrower promises to make monthly payments of principal and interest of U.S. $1,496.71, beginning on the 1ST day of SEPTEMBER, 2005, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.6250 % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on AUGUST 01, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3535 GRANDVIEW PARKWAY, SUITE 100 BIRMINGHAM, AL 35243 or at such other place as Lender may require.

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3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

   If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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 canceled, null and void, as of the date specified in paragraph No. 1 above:
   (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
   (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

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_____ (Seal)	_____ (Seal)
GEORGE E. MADI -Borrower	YVETTE G. MADI -Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

RENASANT BANK F/K/A HERITAGE BANK

-Lender

By: _____
Patricia Nail, Asst Vice President

43-0404090005

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STATE OF ALABAMA

County of JEFFERSON

Before me, the undersigned, on this day personally appeared GEORGE E. MADI AND YVETTE G. MADI ,
known to me (or proved to me on the oath of _____,
or through _____)
to be the person(s) whose name(s) ARE subscribed to the foregoing instrument and acknowledged to me that THEY executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of JULY , 2005.

(Seal)

Notary Public Bryan Gregg

My Commission Expires 10-06-07

STATE OF Alabama

County of Jefferson

Before me, the undersigned, on this day personally appeared Patricia Nail
_____, of
RENASANT BANK F/K/A HERITAGE BANK
known to me (or proved to me on the oath of _____,
or through _____)
to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 6th day of JULY , 2005

(Seal)

Notary Public

MY COMMISSION EXPIRES APRIL 16, 2006.

43-0404090005

Initials: GEM

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Form 3179 1/01 (rev. 8/01)

YGM

Return To:
RENASANT BANK

3535 GRANDVIEW PARKWAY, SUITE 100
BIRMINGHAM, AL 35243

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Exhibit "A" Legal Description

Lot 714, according to the Survey of Eagle Point, 7th Sector, as recorded in Map Book 20, Page 18, in the Probate Office of Shelby County, Alabama.

Subject to all easements, restrictions, reservations, provisions, covenants, building set-back lines and rights of way of record.

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