20060414000175320 1/9 \$36.00 Shelby Cnty Judge of Probate, AL 04/14/2006 01:43:53PM FILED/CERT

Prepared by and return to:
First Financial Bank
Loan Servicing Division
P.O. Box 766
El Dorado, AR 71730

MORTGAGE ASSIGNMENT MODIFICATION

Loan# 182750/4800151290 MIN1000226-0000182750-9

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- 1. The undersigned Assignor executed a mortgage assignment document to First Financial Bank, as Assignee, which transfer was recorded as set forth in Exhibit A attached hereto.
- 2. That mortgage assignment document contained errors as to which Assignor and Assignee agree that the correct data is also as set forth in the attached Exhibit A.
- 3. For a good and valuable consideration, the mortgage assignment document is hereby amended to reflect the correct data, effective as of the recording date above, but the mortgage assignment document otherwise remains in full force and effect, as originally recorded.

DONE this day of W

MORTGAGE

ASSIGNORREGISTRATION

SYSIEMS

Ditla:

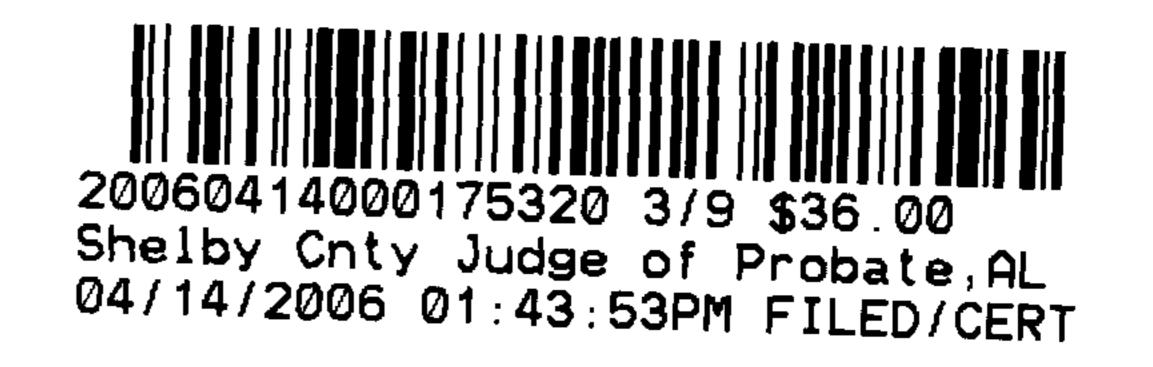


FIRST FINANCIAL BANK:

By:

Title: Chief Operating Officer

20060414000175320 2/9 \$36.00 Shelby Cnty Judge of Probate, AL 04/14/2006 01:43:53PM FILED/CERT



STATE OF (MMM)) ss:
COUNTY OF (MMM)

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named with the was a corporation, who stated that he was a corporation, and stated and acknowledged that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of which, which is a company and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.			
Blue Kanity Dismuke Notary Public			
My commission expires: 4-1-20/3 (S E A L) GENA LANETTE DISMUKE NOTARY PUBLIC - ARKANSAS UNION COUNTY My Commission Expires: 4-1-2013			
STATE OF COUNTY OF WIND SS: ACKNOWLEDGMENT			
On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named Jerry Bullard, to me personally well known, who stated that he was a Chief Operating Officer of FIRST FINANCIAL BANK and stated and acknowledged that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set			
of Much, Coze IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day Notary Public: Sheila Guthrie			
My commission expires:4-1-2010 (SEAL) SHEILA GUTHRIE NOTARY PUBLIC UN:ON COUNTY My Comm. Exp. April 1, 2010			

938500.1

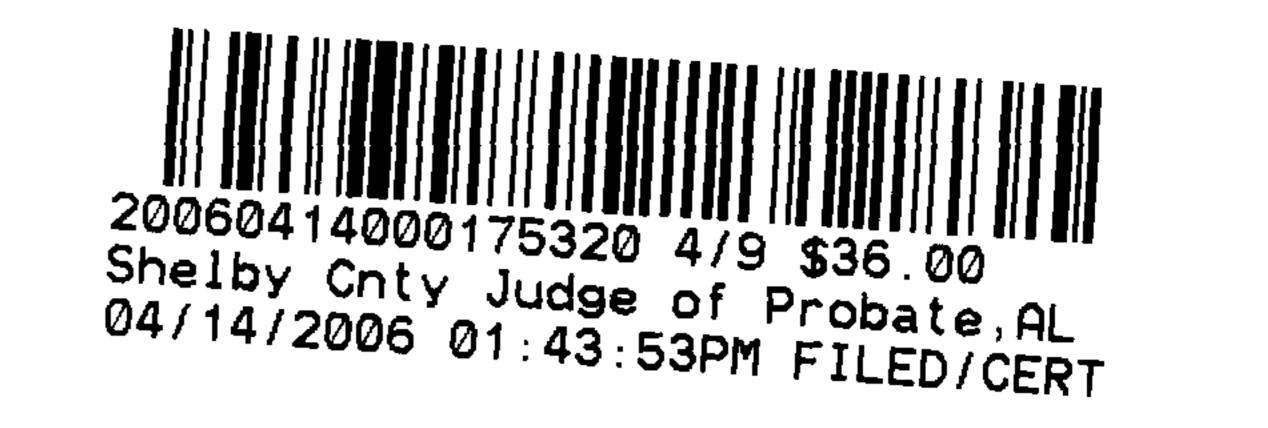


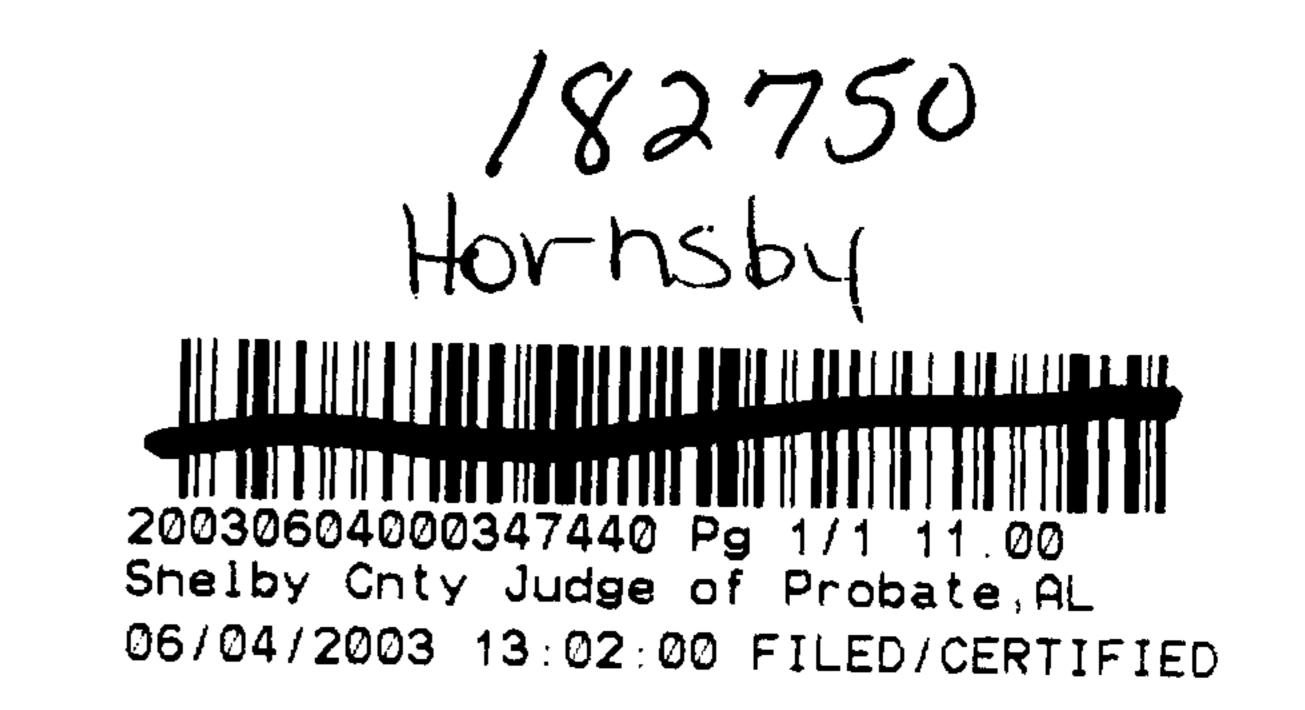
EXHIBIT A TO

MORTGAGE ASSIGNMENT MODIFICATION

LOAN#182750/4800151290 MIN1000226-0000182750-9

1.	Incorrect or missing PROPERTY ADDRESS:	
	CORRECT ADDRESS:	
2.	Incorrect or missing name of original MORTGAGOR or MORTGAGEE (circle	
	one):	
	CORRECT NAME:	
3.	3. Incorrect or missing EXECUTION DATE; FIRST PAYMENT DATE; 1	
	DATE; CLOSING DATE; or MATURITY DATE (circle one):	
	CORRECT DATE:	
<u>X</u> 4.	Incorrect Mortgage Recording Data:	
	CORRECT DATA:	
	MORTGAGE DATED 1/17/03 RECORDED 1/28/003 AS DOCUMENT	
	NO.20030128000049830 AND RE-RECORDED 2/18/03 AS DOCUMENT	
	NO.20030218000100670.	
<u> </u>	Incorrect Loan Data or Amounts:	
	CORRECT DATA:	

ASSIGNMENT OF MORTGAGE (Alabama)



STATE OF ALABAMA) JEFFERSON COUNTY)

1800151290

KNOW ALL MEN BY THESE PRESENTS, That Mortgage Electronic Registration Systems, Inc. ("MERS"), its successors and assigns, for value received by it in hand paid by First Financial Bank, hereinafter called Assignee, does hereby grant, bargain, sell and convey and assign unto the said Assignee that certain mortgage executed by

MARK A. HORNSBY and JINA J. H	ORNSBY, Husband and Wife
and recorded in Volume 20030 218 SHELBY County, Alaba	OOO 100670 of the Probate Court of ama together with the debt secured thereby and all right,
title and interest in and to the property therei MortgageAmerica, Inc.	n described, without recourse against the said
	nerica, Inc. has caused this conveyance to be signed by R. 28th day of January , 2003.
	Mortgage Electronic Registration Systems, Inc. (MERS),
	By: Assistant Secretary Assistant Secretary
ATTEST:	
Cynthia Cottrell Assistant Secretary	SEAL
STATE OF ALABAMA) JEFFERSON COUNTY)	
Deegan, whose name as Assistant Secretary signed to the foregoing conveyance, and who	d for said State, in said County, hereby certify that R. Anr of Mortgage Electronic Registration Systems, Inc., is o is known to me, acknowledged before me of this day, onveyance as such officer and with full authority, executed dorporation.
Given under my hand and official seal th	nis <u>28th</u> day of <u>January</u> , <u>2003</u>
	Elizabell & Shampson
	Notary Haubling 3
This instrument was prepared by Caron Durney	ON TO THE SERVICE OF
MORTGAGEAMERICA, INC	STATION SOLVED S
P.O. Box 43500	SE AT LARGE MOODE
Birmingham, AL 35243	My commission expression

MIN: 1000226-000182750-9

MERS Phone: 1-888-679-6377

Birmingham, AL 35243

254(270)

Return To:

143 5 20030128000049830 Pg 1/15 273.05 Shelby Cnty Judge of Probate, AL 01/28/2003 13:20:00 FILED/CERTIFIED

20030218000100670 Pg 1/15 54.00 Shelby Cnty Judge of Probate, AL 02/18/2003 09:49:00 FILEO/CERTIFIED

Last Name_ USB#

-[Space Above This Line For Recording Data]

Loan # 182750

MORTGAGE

1000226-0000182750-9

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated January 17th, 2003 together with all Riders to this document.
- (B) "Borrower" is MARK A. HORNSBY and JINA J. HORNSBY, Husband and Wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

ALABAMA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3001 1/01

-6A(AL) (0005)

Page 1 of 15

VMP MORTGAGE FORMS - (800)521-7291

*This mortgage is being re-recorded to add the date of execution on sections A & E.

> 20060414000175320 6/9 \$36.00 Shelby Cnty Judge of Probate, AL 04/14/2006 01:43:53PM FILED/CERT

Thomas Foster

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the PROBATE OFFICE SHELBY

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Lot 105, according to the Survey of Autumn Ridge, as recorded in Map Book 12, pages 4, 5 and 6, in the Probate Office of Shelby County, Alabama.

Parcel ID Number:

13-8-27-4-002-105.000

which currently has the address of

[Street]

1134 INDEPENDENCE DRIVE ALABASTER

[City], Alabama 35007-

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Page 3 of 15

20060414000175320 7/9 \$36.00 Shelby Cnty Judge of Probate, AL

04/14/2006 01:43:53PM FILED/CERT

234(270)

Return To:

171 % 200301280000049830 Pg 1/15 273.06 Shelby Cnty Judge of Probate, AL 01/28/2003 13:20:00 FILED/CERTIFIED

20030218000100670 Pg 1/15 54.00 Shelby Cnty Judge of Probate, AL 02/18/2003 09:49:00 FILED/CERTIFIED

Last Name Hacasbu USB# MIN

-[Space Above This Line For Recording Data] ---

Loan # 182750

MORTGAGE

1000226-0000182750-9

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated January 17th, 2003 together with all Riders to this document.
- (B) "Borrower" is MARK A. HORNSBY and JINA J. HORNSBY, Husband and Wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

: ALABAMA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3001 1/01

-6A(AL) (0005)

VMP MORTGAGE FORMS - (800)521-7291

*This mortgage is being re-recorded to add the date of execution on sections A & E.

20060414000175320 8/9 \$36.00

Shelby Cnty Judge of Probate, AL

04/14/2006 01:43:53PM FILED/CERT

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the PROBATE OFFICE

of SHELBY

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Lot 105, according to the Survey of Autumn Ridge, as recorded in Map Book 12, pages 4, 5 and 6, in the Probate Office of Shelby County, Alabama.

Parcel ID Number: 13-8-27-4-002-105.000

which currently has the address of

[Street]

1134 INDEPENDENCE DRIVE

ALABASTER

[City], Alabama 35007-

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and

demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

-8A(AL) (0005)

Page 3 of 15

Fo

Form 3001 1/01

20060414000175320 9/9 \$36.00 Shelby Cnty Judge of Probate, AL 04/14/2006 01:43:53PM FILED/CERT