

20070206000056230 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
02/06/2007 02:23:27PM FILED/CERT

20030609000359760 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
06/09/2003 13:12:00 FILED/CERTIFIED

After Recording Mail To:
Pro Close, LLC.
801 S. Memorial Dr.
Prattville, AL 36066
File No. 02-318B

I certify this to be a true and
correct copy Patsia Young Schmeister
Probate Judge
Shelby County
01-25-07
2 pg

PREPARED BY RETURN TO:

PINNACLE FINANCIAL CORPORATION
1500 LEE ROAD, SUITE 200
ORLANDO, FL 32810
407-578-2000

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LOAN MODIFICATION AGREEMENT

Lenders Loan Number: 11125049
Min: 100062700111250492

MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 04/08/2003,
between LAYNE DEAN YOUNG AND TIFFANY YOUNG, HUSBAND AND WIFE ("Borrower")
PINNACLE FINANCIAL CORPORATION ("Lender"), Mortgage Electronic Registration Systems, Inc.
("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security
Instrument"), dated 10-02-02 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as
mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint,
Michigan 48501-2026 and recorded in Book or Liber 20021009000 at page(s) 1/16, of the
Public Records of 494890

(Name of Records) SHELBY County, AL

and (2) 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
600 NORTH HORTON ROAD, WILSONVILLE, AL 35186,

[Property Address]

the real property described being set forth as follows:

THE FOLLOWING EASEMENTS, RIGHTS OF WAY AND ENCROACHMENTS AS SHOWN ON THAT
CERTAIN SURVEY OF RODNEY Y. SHIFLETT, ALA. REG. NO. 21784, DATED APRIL 11, 2002: 20'
INGRESS, EGRESS AND UTILITY EASEMENT LOCATED ALONG THE WESTERN PROPERTY LINE.
ACCORDING TO THE AFORESAID SURVEY THE ABOVE EASEMENTS DO NOT RESTRICT OR
INTERFERE WITH THE USE OF THE BUILDINGS OR IMPROVEMENTS ON THE SUBJECT
PROPERTY.

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 04/08/2003, the amount payable under the Note and the Security
Instrument (the "Unpaid Principal Balance") is U.S. \$64000.00, 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 6.875%,
From 04/08/2003. Borrower promises to make monthly payments of principal and interest of U.S.
\$420.43, beginning on 06/01/2003, and continuing thereafter on the same day of each succeeding
month until principal and interest are paid in full. If on 05/01/2033 (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 1500 Lee Road, Suite 200, Orlando, FL 32810 or at such
other place as Lender may require.


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.

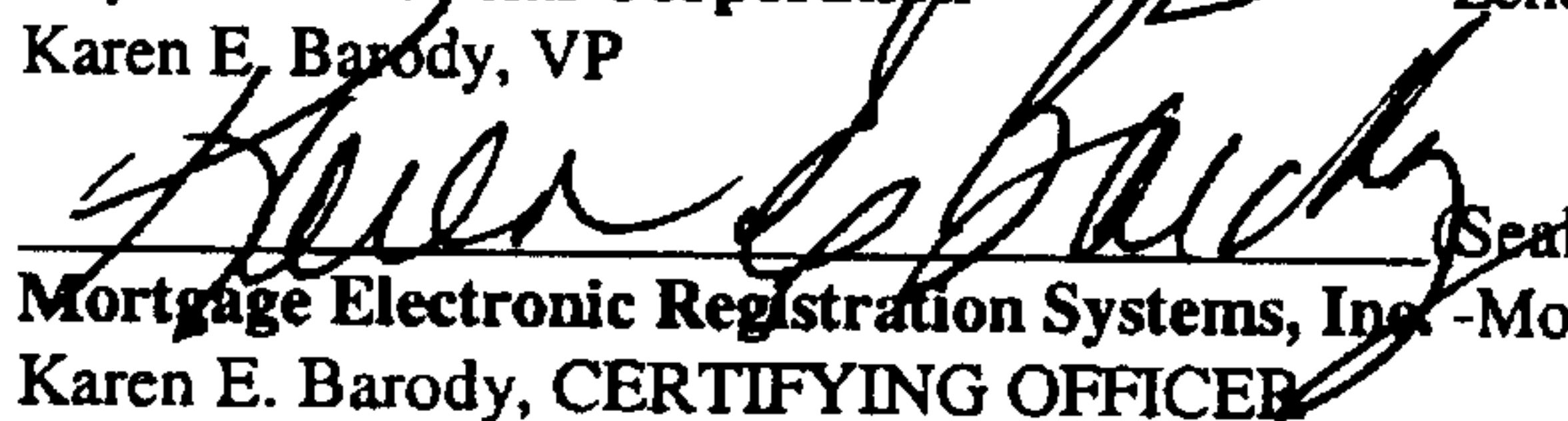
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice
shall provide a period of not less than 30 days from the date the notice is given in accordance with
Section 15 within which Borrower must pay all sums secured by this Security Instrument. If
Borrower fails 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.




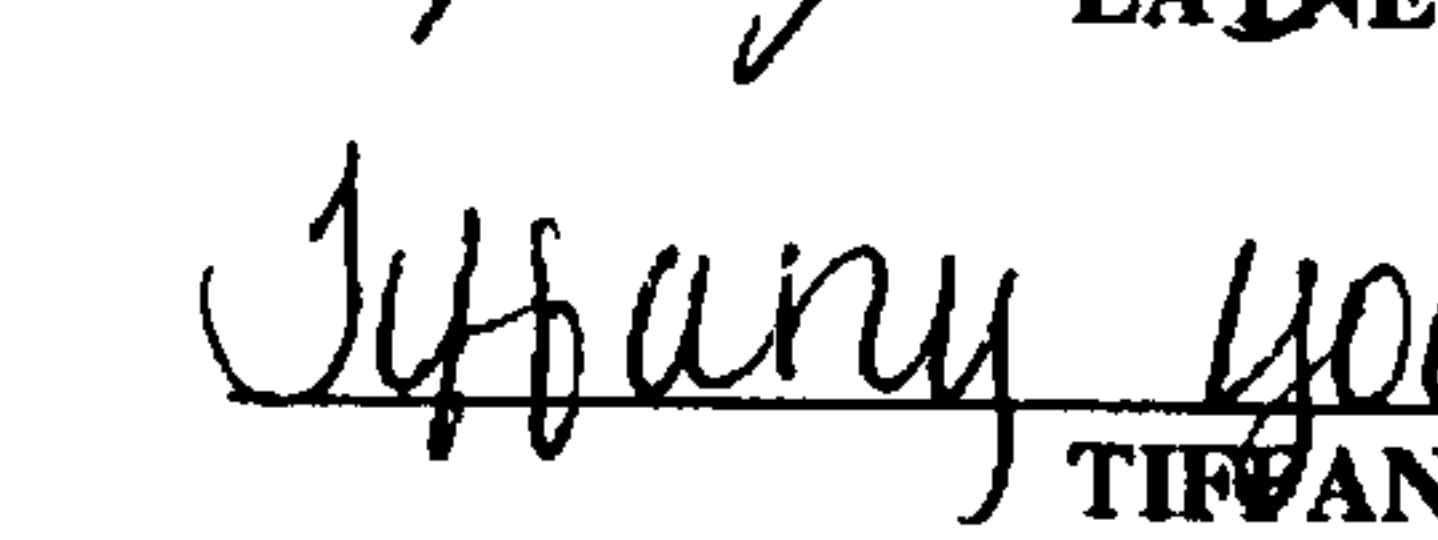
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4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow 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; 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.


Pinnacle Financial Corporation (Seal)
Karen E. Barody, VP -Lender


Mortgage Electronic Registration Systems, Inc. (Seal)
Karen E. Barody, CERTIFYING OFFICER -Mortgagee


LAYNE YOUNG (Seal)



TIFANY YOUNG (Seal)

(Seal)

(Seal)

State of Alabama
County of Autauga

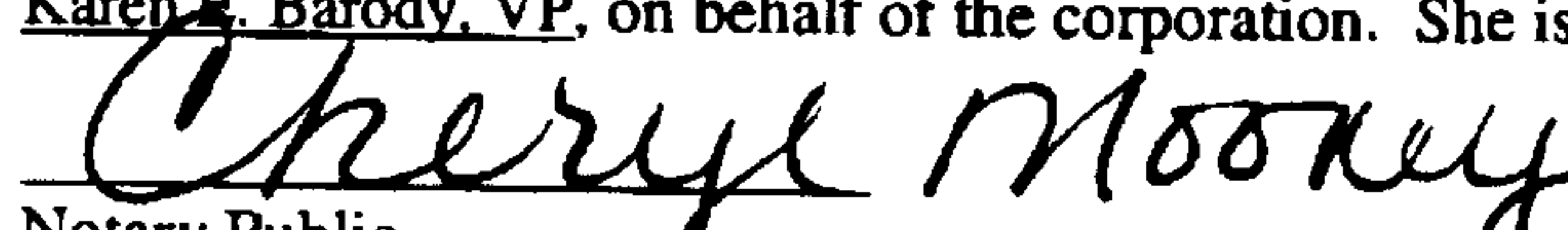
The foregoing instrument was acknowledged before me this 8th day of April, 2003, by Layne Young & Tiffany Young who is/are personally known to me or who has/have produced their driver as identification and who did/did not take an oath. license


Notary Public
Printed Name: Lynda Branch
My commission expires:

**My Commission
Expires 8/30/04**

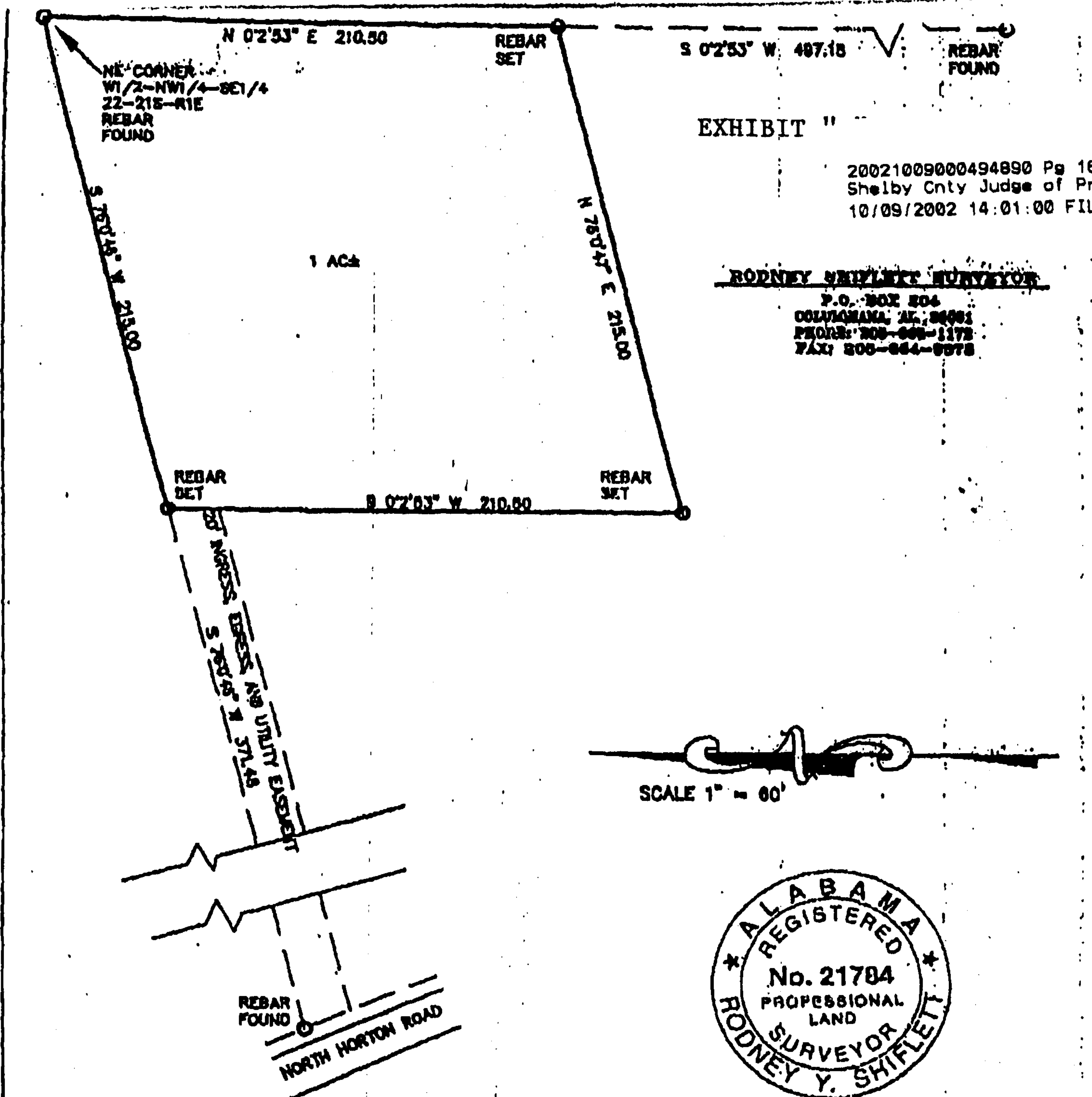
State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 2 day of April, 2003 by, Karen E. Barody, VP, on behalf of the corporation. She is personally known to me and did not take an oath.


Notary Public
My Commission expires:



Cheryl Mooney
Commission # CC 983946
Expires Jan. 9, 2005
Bonded Thru
Atlantic Bonding Co., Inc.



STATE OF ALABAMA
COUNTY OF SHELBY

I, Rodney Y. Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plot of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meet the minimum technical standards for the practice of land surveying in the State of Alabama, the correct legal description being as follows:

BEGIN at the NE corner of the W 1/2 of the NW 1/4 of the SE 1/4 of Section 22, Township 21 South, Range 1 East, Shelby County, Alabama; thence S 76°0'46" W a distance of 215.00'; thence S 0°2'53" W a distance of 210.50'; thence N 76°0'47" E a distance of 215.00'; thence N 0°2'53" E a distance of 210.50' to the POINT OF BEGINNING. Said parcel of land contains 1 acre, more or less.

20' INGRESS, EGRESS, AND UTILITY EASEMENT

Commence at the NE corner of the W 1/2 of the NW 1/4 of the SE 1/4 of Section 22, Township 21 South, Range 1 East, Shelby County, Alabama; thence S 76°0'46" W a distance of 215.00' to the POINT OF BEGINNING of the northerly line of a 20' ingress, egress, and utility easement lying 20' southerly and parallel to described line; thence continue along the last described course a distance of 371.48' to the easterly right-of-way of North Horton Road and the END of said easement.

SUBJECT TO any right-of-ways and/or easements that may be found in public records.

According to my survey of April 11, 2002

Rodney Y. Shiflett

AL Reg. No. 21784

Job # 02285



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