



20080507000186470 1/5 \$279.15
Shelby Cnty Judge of Probate, AL
05/07/2008 08:18:27AM FILED/CERT

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) MERS Phone: 1-888-679-6377

MIN 100319233070323010

This Loan Modification Agreement ("Agreement"), made this **15TH** day of **APRIL**,
2008, between
DAVID D. WILLINGHAM AND WIFE, TONYA PIPER WILLINGHAM

(WHO ACQUIRED TITLE AS TONYA S. PIPER)

("Borrower") and

RENASANT BANK, A MISSISSIPPI CORPORATION

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements
(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
APRIL 19, 2007 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

DATED: APRIL 19, 2007 RECORDED IN DOCUMENT NO. 20070423000186500,
OFFICIAL RECORDS

of **SHELBY**

County, **ALABAMA**
[County and State, or other Jurisdiction]

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
104 SHIRE VALLEY FARMS, COLUMBIANA, ALABAMA 35051,
[Property Address]

3307032301

LOAN MODIFICATION AGREEMENT WITH MERS-Single Family-Fannie Mae Uniform Instrument
Form 3179 1/01 (rev. 6/06) Wolters Kluwer Financial Services
VMP®-852A (0610) Page 1 of 5

Initials 

the real property described being set forth as follows:

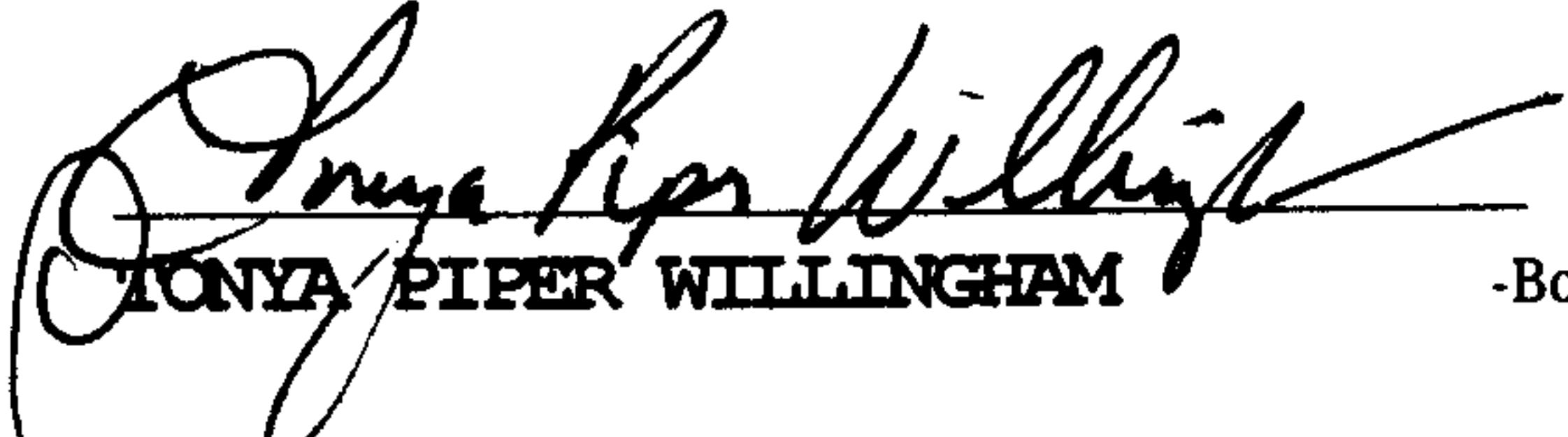
LOT 2, ACCORDING TO THE FINAL PLAT OF LOT 1 AND LOT 2 ADDITION TO SHIRE VALLEY FARMS, AS RECORDED IN MAP BOOK 33, PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

1. As of **APRIL 15, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **170,100.00** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **5.8750** %, from **APRIL 15, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,006.21**, beginning on the **1ST** day of **JUNE**, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.8750** % will remain in effect until principal and interest are paid in full. If on **MAY 01, 2038** (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.
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 the 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 delivered or mailed within which 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 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. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

 (Seal)
DAVID D. WILLINGHAM -Borrower

 (Seal)
TONYA PIPER WILLINGHAM -Borrower

(Seal) -Borrower

(Seal) -Borrower

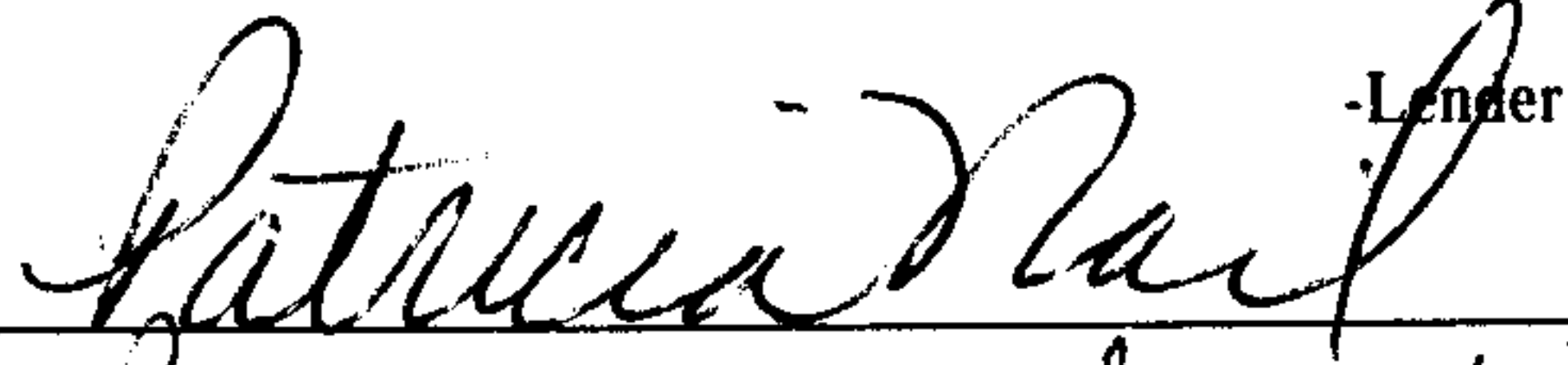
(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

RENASANT BANK, A MISSISSIPPI
CORPORATION

By:  -Lender
PATRICIA Nail, A/P

3307032301

STATE OF Alabama

County of Jefferson

On this the 15 day of APRIL, 2008, before me, _____
_____, the undersigned officer, personally appeared
DAVID D. WILLINGHAM AND TONYA PIPER WILLINGHAM, HUSBAND AND WIFE

known to me (or satisfactorily proven) to be the person(s) whose name(s) **ARE** subscribed to the within
instrument and acknowledged that **THEY** executed the same for the purposes therein contained.

Given under my hand and seal of office this 15 day of APRIL, 2008.

(Seal) 04/13/08
[Signature]
Notary Public

STATE OF AL

County of Jefferson

On this the 18th day of APRIL, 2008, before me, Patricia
Nail, the undersigned officer, personally appeared

AUP, of
RENASANT BANK, A MISSISSIPPI CORPORATION

known to me (or satisfactorily proven) to be the person(s) whose name(s) **ARE** subscribed to the within
instrument and acknowledged that **THEY** executed the same for the purposes therein contained and in the
capacity therein stated.

Given under my hand and seal of office this 18th day of APRIL, 2008.

(Seal) [Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 23, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

3307032301

Initials: _____

VMP®-852A (0610)

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Form 3179 1/01 (rev. 6/06)

Return To:
RENASANT BANK

600 CENTURY PARK SOUTH, SUITE 200
BIRMINGHAM, AL 35226