

DEH Closing Services, LLC
4019 Bent River Ln
Birmingham, AL 35216-6803


20080829000348360 1/7 \$404.00
Shelby Cnty Judge of Probate, AL
08/29/2008 03:22:04PM FILED/CERT

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 25th day of July, 2008, between Richard Alan Pearson and Merrie Lynne Pearson, Husband and Wife

Regions Bank, d/b/a Regions Mortgage ("Borrower") and ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated November 29, 2007 and recorded in Book or Liber 2007121100540050, at page(s) of the Mortgage [Name of Records] and (2) the Note, bearing the same date as, and Records of Shelby, Alabama [County and State, or other Jurisdiction] 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 305 Mildred St, Columbiana, AL 35051-9329 [Property Address]

0896574586
LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument
Form 3179 1/01 (rev. 6/06)
Wolters Kluwer Financial Services
VMP®-852R (0610)
Page 1 of 5 Initials: RA MLP



the real property described being set forth as follows:

See Exhibit A 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 25, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$250,000.00, 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 6.375%, from August 1, 2008. Borrower promises to make monthly payments of principal and interest of U.S. \$1,559.68, beginning on the 1st day of September, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.375% will remain in effect until principal and interest is paid in full. If on August 1, 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.

0896574586

VMP®-852R (0610)

Page 2 of 5

Initials: 

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


20080829000348360 2/7 \$404.00
Shelby Cnty Judge of Probate, AL
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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 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 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. 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 in 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 this 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 any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

0896574586

VMP®-852R (0610)

Page 3 of 5

Initials: 

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


20080829000348360 3/7 \$404.00
Shelby Cnty Judge of Probate, AL
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- (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 the Agreement shall be understood or construed to be 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.

Richard Alan Pearson (Seal)
Richard Alan Pearson -Borrower

Merrie Lynne Pearson (Seal)
Merrie Lynne Pearson -Borrower

____ (Seal)
-Borrower

Regions Bank d/b/a Regions
Mortgage (Seal)
-Lender

By: John Nelson



-----[Space Below This Line For Acknowledgments]-----

0896574586

VMP®-852R (0610)

Page 5 of 5

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



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INDIVIDUAL(S) ACKNOWLEDGMENT

State of Alabama
County of Shelby

I, Notary Public, hereby certify that Richard Alan Pearson and Merrie Lynne Pearson,
Husband and Wife

whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date

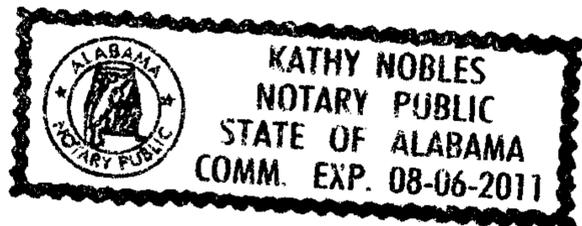
Given under my hand and seal this 25th day of July, 2008,
[Signature]
Notary Public
My commission expires: 2/20/12

LENDER CORPORATE ACKNOWLEDGMENT

State of ~~Mississippi~~ Alabama
County of ~~Forrest~~ Shelby

I, a Notary Public in and for said County in said State, hereby certify that Jane Nelson, whose name as Mortgage Banking Officer of Regions Bank d/b/a Regions Mortgage, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 21st day of August, 2008.



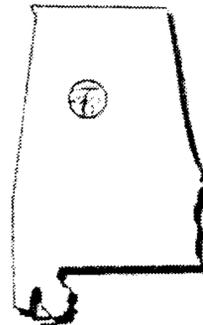
[Signature]
Notary Public
My commission expires:



EXHIBIT "A"

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE PROCEED IN A SOUTHERLY DIRECTION ALONG THE WEST BOUNDARY OF SAID SECTION 25 FOR 1796.98 FEET; THENCE TURN 90°00' LEFT AND RUN 775.32 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, SAID POINT BEING A 2" IRON STOB FOUND; THENCE TURN 18°17'10" LEFT AND RUN ALONG THE SOUTH MARGIN OF A SIDEWALK FOR 86.50 FEET TO A POINT; THENCE TURN 96°03'25" RIGHT AND RUN 202.81 FEET TO A POINT, BEING A POINT ON THE NORTH BOUNDARY LINE OF AN OLD WOOLEY SUBDIVISION; THENCE TURN 85°11'16" RIGHT AND RUN ALONG SAID NORTH BOUNDARY OF SUBDIVISION FOR 97.07 FEET TO A POINT; THENCE TURN 87°50'57" RIGHT AND RUN 202.11 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS LYING IN THE SW 1/4 OF NW 1/4, SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST, AND CONTAINS 0.42 ACRE.

ALSO AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE RUN SOUTHERLY ALONG THE WEST BOUNDARY LINE OF SAID SECTION 25, A DISTANCE OF 1796.98 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00' TO THE LEFT AND RUN EASTERLY A DISTANCE OF 775.32 FEET TO A 2" IRON FOUND ON THE SOUTH SIDE OF THE SOUTHERN SIDEWALK OF MILDRED STREET; THENCE TURN AN ANGLE OF 18°17'10" TO THE LEFT AND RUN NORTHEASTERLY WITH SAID SIDEWALK A DISTANCE OF 74.43 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAME LINE OF DIRECTION A DISTANCE OF 12.07 TO A RE-BAR FOUND AT THE NORTHEAST CORNER OF THE GRANTOR'S LOT; THENCE TURN AN ANGLE OF 96°03'25" TO THE RIGHT AND RUN IN A SOUTHERLY DIRECTION ALONG THE EAST BOUNDARY LINE OF SAID GRANTOR'S LOT A DISTANCE OF 141.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 83°56'35" TO THE RIGHT AND RUN SOUTHERLY A DISTANCE OF 12.07 FEET TO A POINT; THENCE TURN AN ANGLE OF 96°03'25" TO THE RIGHT AND RUN NORTHERLY A DISTANCE OF 141.00 FEET TO THE POINT OF BEGINNING. THIS EASEMENT SHALL BE LIMITED TO NORMAL RESIDENTIAL USE AND SHALL NOT BE USED FOR ANY COMMERCIAL BUSINESS.



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