



20080916000367810 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
09/16/2008 02:30:31PM FILED/CERT

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28th day of August, 2008, between Dennis Stone and Jennie Stone, 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 March 5, 2008 and recorded in Book or Liber *Inst # 2008031100010550* at page(s) of the Mortgage [Name of Records] Records of Shelby, Alabama and (2) the Note, bearing the same date as, and [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 415 19th Street, Calera, AL 35040

[Property Address]

0896601826
LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument
Form 3179 1/01 (rev. 6/06)
Wolters Kluwer Financial Services
VMP®-852R (0610)
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Initials: 



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):

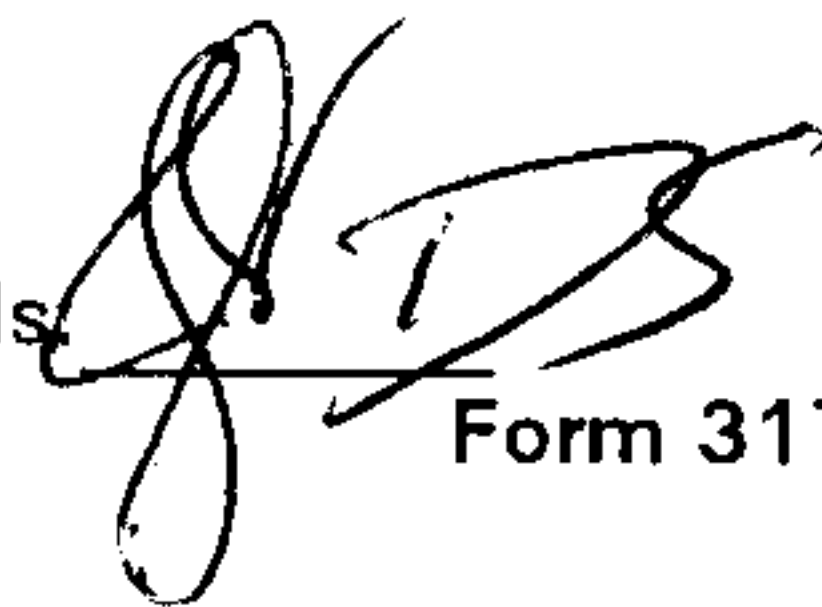
1. As of August 28, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$187,100.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.250 %, from September 1, 2008. Borrower promises to make monthly payments of principal and interest of U.S. \$1,152.01, beginning on the 1st day of October, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.250 % will remain in effect until principal and interest is paid in full. If on September 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.

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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.


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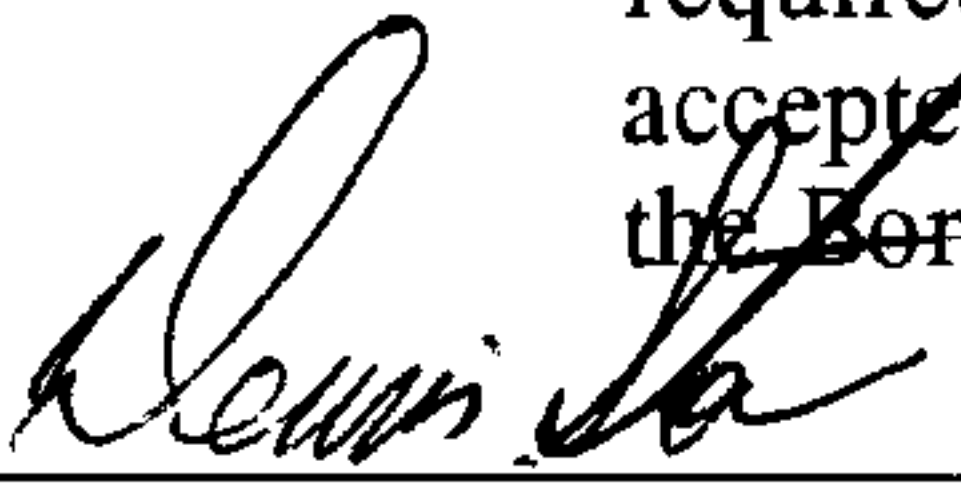
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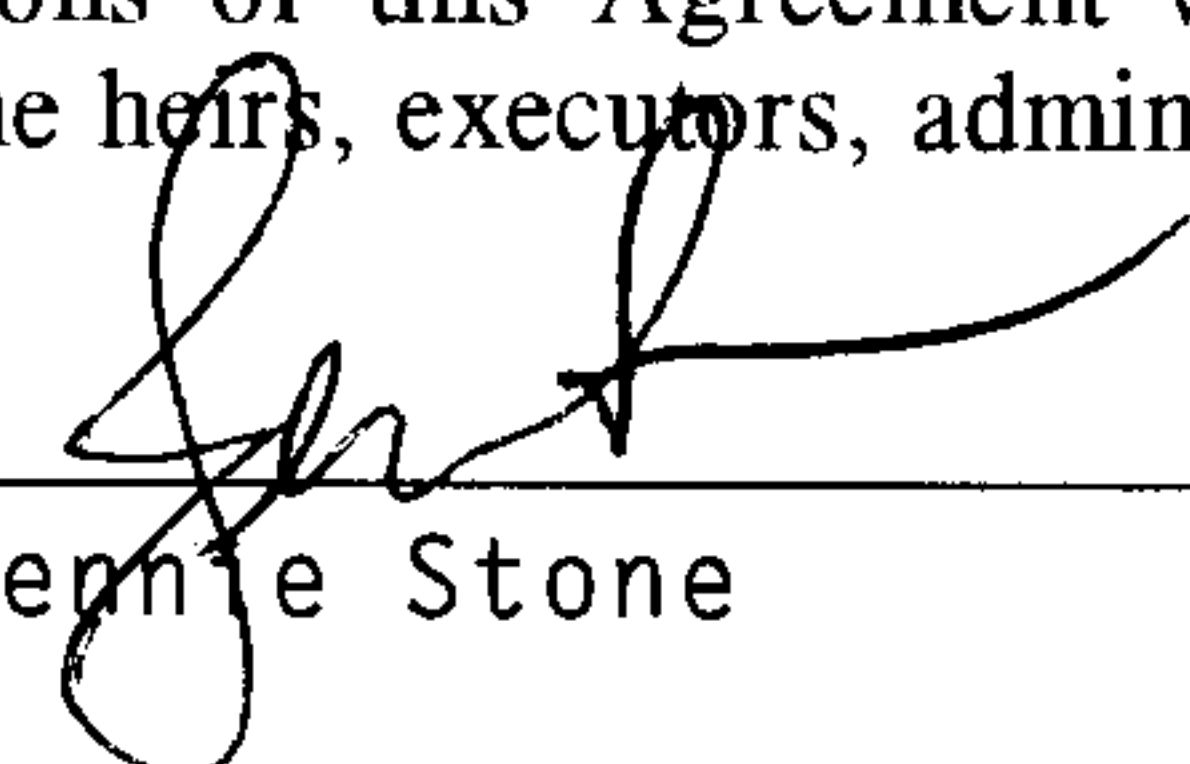
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- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in the Agreement shall be understood or construed to be satisfaction or release in whole or in part of the Note 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.


 _____ (Seal)
 Dennis Stone -Borrower


 _____ (Seal)
 Jennie Stone -Borrower

 _____ (Seal)
 -Borrower

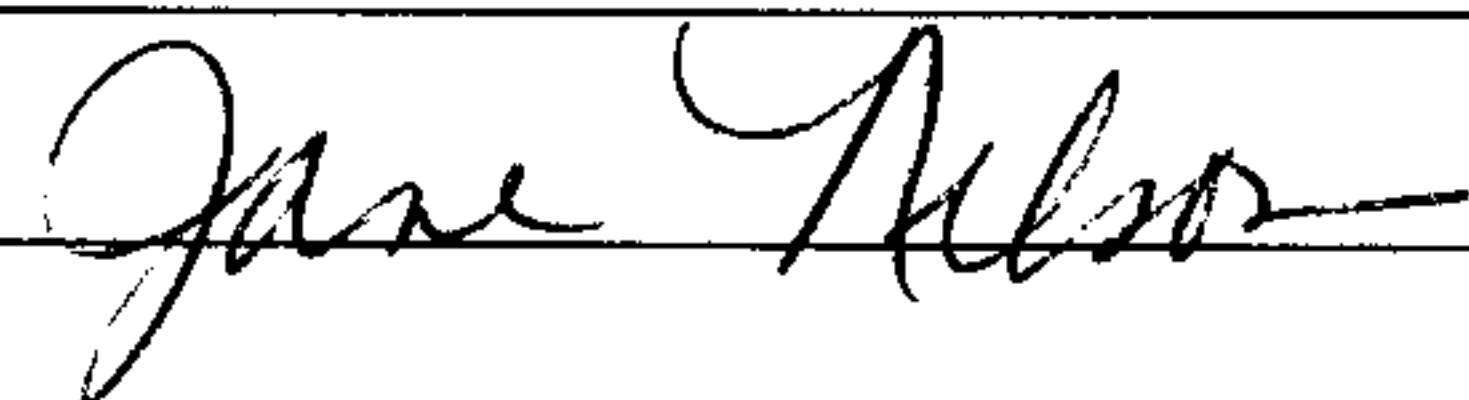
 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

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

INDIVIDUAL(S) ACKNOWLEDGMENT

State of Alabama
County of Shelby

I, Notary Public, hereby certify that Dennis Stone and Jennie Stone, 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 28 day of August, 2008.


Notary Public

My commission expires: 5/13/2012

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 3rd day of September, 2008.


Notary Public

My commission expires:



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

LOT 12B

The North ½ of Lot 12, Block 75, Dunstan's Map of Calera, as recorded in Map Book 1, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

Begin at the NW corner of above said Lot 12, said point being the POINT OF BEGINNING; thence South 86 degrees 26 minutes 28 seconds east a distance of 150.00 feet; thence South 00 degrees 29 minutes 00 seconds West, a distance of 125.00 feet; thence North 86 degrees 26 minutes 28 seconds West a distance of 150.00 feet to a point on the easterly ROW line of 19th Street, 80' ROW; thence North 00 degrees 29 minutes 00 seconds East and along said ROW line a distance of 125.00 feet to the POINT OF BEGINNING.



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Dennis Stone
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