Alabama/ Louisiana/ Mississippi/Tennessee Form

PREPARED BY: Martha Carter REGIONS BANK D/B/A REGIONS MORTGAGE 215 FORREST STREET HATTIESBURG, MS 39403 20100715000225860 1/7 \$502.50 Shelby Cnty Judge of Probate, AL 07/15/2010 02:32:57 PM FILED/CERT

RETURN TO: REGIONS BANK D/B/A REGIONS MORTGAGE 215 FORREST STREET HATTIESBURG, MS 39403

BALLOON LOAN MODIFICATION (INTEREST ONLY PERIOD)

This Balloon Loan Modification ("Modification"), entered into on this the <u>15th</u> day of <u>June</u>, <u>2010</u>, between <u>Glenn C Siddle and Lucy P Siddle</u>, for and during their joint lives as joint tenants and upone the death of either of them, then to the survivor of them in fee simple

("Borrower") and Regions Bank d/b/a Regions Mortgage ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated May 27, 2005, securing the original principal sum of U.S. \$315,000, and recorded in Document/Instrument Number 2005-281110, Book or Liber n/a, at page(s) n/a, of the Judge of Probate [Name of Records] Records of Shelby County, Alabama [County/Parish and State, or other jurisdiction], and (2) the Balloon Note bearing the same date as, and secured by the Security Instrument, (the "Note") which Security Instrument provides for the encumbrance of the real (immovable) and personal (movable) property described in the Security Instrument and defined in the Security Instrument as the "Property," located at:

Cahaba Valley Road, Pelham, AL 35124, [Property Address],

the real property described being more particularly described as follows:

(See Legal Description of Property in Exhibit A Attached hereto)

Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. The Borrower is the owner of the Property.
- 2. As of <u>June 15</u>, <u>2010</u>, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is/will be U.S. \$315,000.00.
 - Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of <u>6.375</u>%.
- 4. The Borrower promises to pay this loan in regular interest payments of U.S. \$1,673.44 until June 1, 2013. Interest will be charged on the unpaid principal balance until the full amount of the principal has been paid. The Borrower promises to make monthly payments on the first day of each month beginning July, 2010. On June 1, 2013, which is the "maturity date," all unpaid principal and interest will be due.

The Borrower will make such payments at <u>Department 2520, P.O. Box 2153, Birmingham, AL</u> 35287-2520 or at such other place as the Lender may require.

5. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, as modified hereby, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Note or the Security Instrument.

Loan Number: 3020948497

- 6. This is a modification only of the Note and Security Instrument and nothing in this Modification shall be understood or construed to be a novation or a satisfaction or release in whole or in part of the Note or Security Instrument, nor in any manner affect the validity or priority of the Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect as written, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
- 7. Consent by the Lender to this Modification does not waive the Lender's right to require strict performance of the Note and Security Instrument, as modified, or require the Lender to make any future changes or modifications.
- 8. It is the intention of the Lender to retain as liable all parties to the Note and Security Instrument and all makers, endorsers, guarantors and other accommodation parties, however evidenced.

[To be signed and dated by all borrowers, endorses	rs, guarantors, sureties, and other parties signing the
Balloon Note and Security Instrument, and if a Lor presence of two witnesses *.]	uisiana mortgage, that execution should be in the
Date Date	Glenn C Siddle - Borrower (Seal)
<u>(6) 17 / 10</u> Date	Lucy P Stedle - Borrower
Date	(Seal) - Borrower
Date	(Seal) - Borrower
* For Louisiana Mortgage, add and complete the v	witness signature block below:
Witness	
	Lender: Regions Bank d/b/a Regions Mortgage
Witness	By: (Authorized Representative) Donna Burch Title: Assistant Vice President
	Date 6-24-10
[Space Below This Line For Acknowledg	ment in Accordance with Laws of Jurisdiction]

Loan Number: 3020948497

INDIVIDUAL(S) ACKNOWLEDGMENT

State of Alabama County of		
I, Notary Public, hereby certify that <u>Glenn C Siddle and</u> signed to the foregoing conveyance, and who is/are known to mbeing informed of the contents of the conveyance, he/she/they extra the same bears date.	e, acknowledged before me this day that, executed the same voluntarily on the day	
Given under my hand and seal this 17^{th} day of $5u$	ne, 2010.	
Notary Miy cor	Public mmission expires: 5/19/2012	
LENDER CORPORATE ACKNOWLEDGMENT		
State of Mississippi County of Forrest		
I, a Notary Public in and for said County in said State, hereby certify that <u>Donna Burch</u> , whose name as <u>Assistant Vice President</u> of <u>Regions Bank d/b/a Regions Mortgage</u> , 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 3/1/4 day of	Une,2010	
	Public Human	
My commence of the state of the	mmission expires:	
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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, TO-WIT:

PARCEL I:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 AND RUN 590.00 FEET IN A WESTERLY DIRECTION ALONG THE SOUTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUE FOR 815.00 EAST, MORE OR LESS, IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION 28 TO ITS POINT OF INTERSECTION WITH THE CENTERLINE OF CAHABA VALLEY CREEK; THENCE RUN NORTHWESTERLY, NORTHEASTERLY AND EASTERLY ALONG THE CREEK BEING WESTERLY, NORTHWESTERLY AND NORTHERLY OF A TRAVERSE LINE OF THE MEANDER DESCRIBED AS BEGINNING WITH ITS POINT INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 28 AT A POINT 1385.15 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 28; THENCE TURN 59 DEGREES 10 MINUTES 45 SECONDS FROM THE SOUTH LINE OF SAID SECTION 28 AND RUN 142.40 FEET IN A NORTHEASTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 78 DEGREES 39 MINUTES TO THE LEFT AND RUN 225.39 FEET IN A NORTHWESTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 30 DEGREES 44 MINUTES TO THE RIGHT AND RUN 71.68 FEET IN A NORTHWESTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 9 DEGREES 54 MINUTES TO THE RIGHT AND RUN 88.80 FEET IN A NORTHWESTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 7 DEGREES 31 MINUTES TO THE LEFT AND RUN 184.60 FEET IN A NORTHWESTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 27 DEGREES 32 MINUTES TO THE LEFT AND RUN 73.42 FEET IN A

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EXHIBIT A (continued)

NORTHWESTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 69 DEGREES 26 MINUTES TO THE RIGHT AND RUN 44.75 FEET IN A NORTHEASTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 34 DEGREES 24 MINUTES TO THE RIGHT AND RUN 160.89 FEET IN A NORTHEASTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 26 DEGREES 10 MINUTES TO THE LEFT AND RUN 79.89 FEET IN A NORTHEASTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 29 DEGREES 57 MINUTES TO THE LEFT AND RUN 180.41 FEET IN A NORTHEASTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 22 DEGREES 20 MINUTES TO THE RIGHT AND RUN 334.74 FEET IN A NORTHEASTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE 32 DEGREES 05 MINUTES TO THE RIGHT AND RUN 48.84 FEET IN A NORTHEASTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 35 DEGREES 07 MINUTES TO THE RIGHT AND RUN 217.75 FEET IN AN EASTERLY DIRECTION ALONG SAID TRAVERSE LINE TO A POINT; THENCE TURN 133 DEGREES 36 MINUTES 30 SECONDS TO THE LEFT AND RUN 30.00 FEET IN A NORTHWESTERLY DIRECTION TO THE CENTERLINE OF SAID CAHABA VALLEY CREEK TO A POINT; THENCE CONTINUE FOR 281.08 FEET ALONG THE LAST DESCRIBED COURSE TO A POINT; THENCE TURN 3 DEGREES 33 MINUTES TO THE LEFT AND RUN 151.20 FEET IN A NORTHWESTERLY DIRECTION TO A POINT; THENCE TURN 4 DEGREES 05 MINUTES TO THE RIGHT AND RUN 59.76 FEET IN A NORTHWESTERLY DIRECTION TO A POINT; THENCE TURN 2 DEGREES 17 MINUTES 30 SECONDS TO THE RIGHT AND RUN 176.41 FEET IN A NORTHWESTERLY DIRECTION TO A POINT; THENCE TURN 02 DEGREES 17 MINUTES 30 SECONDS TO THE RIGHT AND RUN 176.41 FEET IN A NORTHWESTERLY DIRECTION TO A POINT; THENCE TURN 90 DEGREES 46 MINUTES TO THE RIGHT AND RUN 522.19 FEET IN A NORTHEASTERLY DIRECTION TO A POINT THENCE TURN 89 DEGREES 59 MINUTES TO THE LEFT AND RUN 209.89 FEET IN A NORTHWESTERLY DIRECTION TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF CAHAB VALLEY ROAD, THENCE TURN 89 DEGREES 59 MINUTES TO THE RIGHT AND RUN 384.22 FEET IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY RIGHT OF WAY OF CAHABA VALLEY ROAD TO A POINT; THENCE TURN 90 DEGREES 30 MINUTES TO THE RIGHT AND RUN 175.98 FEET IN A

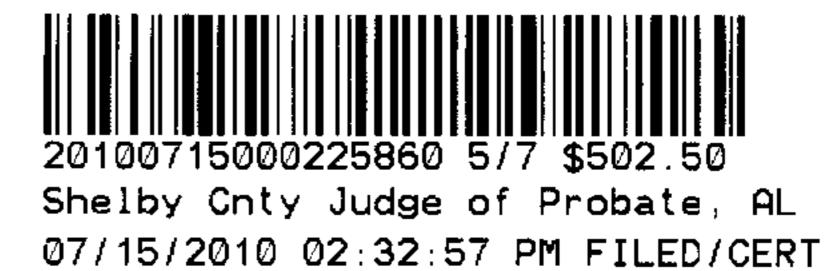


EXHIBIT A (continued)

SOUTHEASTERLY DIRECTION TO A POINT; THENCE TURN 31 DEGREES 26 MINUTES TO THE RIGHT AND RUN 2417.33 FEET IN A SOUTHERLY DIRECTION TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

PARCEL II:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE WESTERLY AND ALONG THE SOUTH LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 76.14 FEET; THENCE 132 DEGREE 21 MINUTES TO THE RIGHT A DISTANCE OF 52.96 FEET; THENCE 11 DEGREES 30 MINUTES 15 SECONDS TO THE LEFT A DISTANCE 54.73 FEET; THENCE 76 DEGREES 42 MINUTES TO THE LEFT A DISTANCE OF 225.95 FEET; THENCE 30 DEGREES 44 MINUTES TO THE RIGHT A DISTANCE OF 71.63 FEET; THENCE 10 DEGREES 02 MINUTES 30 SECONDS TO THE RIGHT A DISTANCE OF 88.52 FEET; THENCE 7 DEGREES 31 MINUTES TO THE LEFT A DISTANCE OF 184.60 FEET; THENCE 27 DEGREES 56 MINUTES TO THE LEFT A DISTANCE OF 23.52 FEET; THENCE 84 DEGREES 10 MINUTES 45 SECONDS TO THE LEFT 27 FEET MORE OR LESS TO THE CENTER OF CAHABA VALLEY CREEK, SAID POINT BEING THE POINT OF BEGINNING OF THE SOUTHERLY RIGHT OF WAY LINE OF THE FOLLOWING DESCRIBED 50 FOOT RIGHT OF WAY FOR A ROAD, THENCE CONTINUE ALONG LAST DESCRIBED COURSE 590 FEET, MORE OR LESS, TO A POINT 44.08 FEET FROM THE EASTERLY RIGHT OF WAY LINE OF INDIAN TRAIL ROAD; THENCE 104 DEGREES 30 MINUTES 30 SECONDS TO THE RIGHT A DISTANCE OF 51.64 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID 50 FOOT RIGHT OF WAY FOR A ROAD; THENCE 75 DEGREES 29 MINUTES 30 SECONDS TO THE RIGHT AND PARALLEL WITH SAID SOUTHERLY BOUNDARY LINE OF SAID 50 FOOT RIGHT OF WAY FOR A ROD, 575 FEET, MORE OR LESS, TO THE CENTER LINE OF SAID CAHABA VALLEY CREEK, THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID CREEK TO THE POINT OF BEGINNING.

PARCEL III:

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EXHIBIT A (continued)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE WESTERLY AND ALONG THE SOUTH LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 76.14 FEET; THENCE 132 DEGREES 21 MINUTES TO THE RIGHT A DISTANCE OF 52.96 FEET; THENCE 11 DEGREES 30 MINUTES 15 SECONDS TO THE LEFT A DISTANCE OF 54.73 FEET; THENCE A DISTANCE OF 71.63 FEET; THENCE 10 DEGREES 02 MINUTES 30 SECONDS TO THE RIGHT A DISTANCE OF 88.52 FEET; THENCE 7 DEGREES 31 MINUTES TO THE LEFT A DISTANCE OF 184.60 FEET; THENCE 27 DEGREES 56 MINUTES TO THE LEFT A DISTANCE OF 23.52 FEET; THENCE 84 DEGREES 10 MINUTES 45 SECONDS TO THE LEFT A DISTANCE OF 661.50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF INDIAN TRAIL ROAD, THENCE 180 DEGREES TO THE RIGHT A DISTANCE OF 44.08 FEET; THENCE 75 DEGREES 29 MINUTES 30 SECONDS TO THE LEFT A DISTANCE OF 75.00 FEET; THENCE WESTERLY TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID INDIAN TRAIL ROAD, SAID POINT BEING 92.73 FEET NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY FROM THE POINT OF BEGINNING.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO GLENN C. SIDDLE AND LUCY P. SIDDLE, FOR AND DURING THEIR JOINT LIVES AS JOINT TENANTS AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM HOOVER CHURCH OF CHRIST BY DEED DATED 10/03/03 AND RECORDED 10/24/03 IN INSTRUMENT 2003-712260, IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 10-8-28-0-001-038.000 GLENN C. SIDDLE AND LUCY P. SIDDLE, FOR AND DURING THEIR JOINT LIVES AS JOINT TENANTS AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM

CAHABA VALLEY ROAD, PELHAM AL 35124

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