



20110517000147330 1/6 \$28.00
Shelby Cnty Judge of Probate, AL
05/17/2011 01:07:59 PM FILED/CERT

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Loan Number: 17746M

This Loan Modification Agreement ("Agreement"), made this 22nd day of April, 2011, between

GREGORY S. ABBOTT, A MARRIED MAN AND KATHY J. ABBOTT, A MARRIED WOMAN
(HUSBAND AND WIFE)

("Borrower") and
CIS Financial Services, Inc.

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Form 3179 1/01 (rev. 01/09)
UNIFORM INSTRUMENT

VMP ®
Wolters Kluwer Financial Services
DDS-LMO

VMP852R (0902)
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Instrument # 2011040800109900
and recorded in ~~Book or Liber~~ at page(s) , of the
Records of
Shelby County Judge ~~Name of Records~~ of Probate
SHELBY County, AL

[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

11944 HIGHWAY 61
WILSONVILLE, AL 35186

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT 'A'

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 22, 2011, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 95,711.00, 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 5.500%, from April 22, 2011. Borrower promises to make monthly payments of principal and interest of U.S. \$ 543.44, beginning on the 1st day of June, 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.500 % will remain in effect until principal and interest is paid in full.

If on May 1, 2041 (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 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.

(c) 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.

(d) 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.

(e) 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.

CIS FINANCIAL SERVICES, INC. MODIFIED

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae
UNIFORM INSTRUMENT

VMP @

Wolters Kluwer Financial Services

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Form 3179 1/01 (rev. 01/09)

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Gregory S. Abbott
Gregory S. Abbott

Kathy J. Abbott
Kathy J. Abbott


STATE OF: Alabama
COUNTY OF: Shelby

BE IT REMEMBERED, that on this 22nd day of April, 2011

Before me, KRISTI D BURCHFIELD, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Gregory S. Abbott and Kathy J. Abbott who are personally known to be the same persons who executed the above and foregoing instrument of writing, and duly acknowledge the same.

IN WITNESS THEREOF, I have hereunto set my hand and Notarial Seal on the Day and year last above written.

Kristi D Burchfield
Notary Public KRISTI D BURCHFIELD
My Commission expires: 08/02/2014


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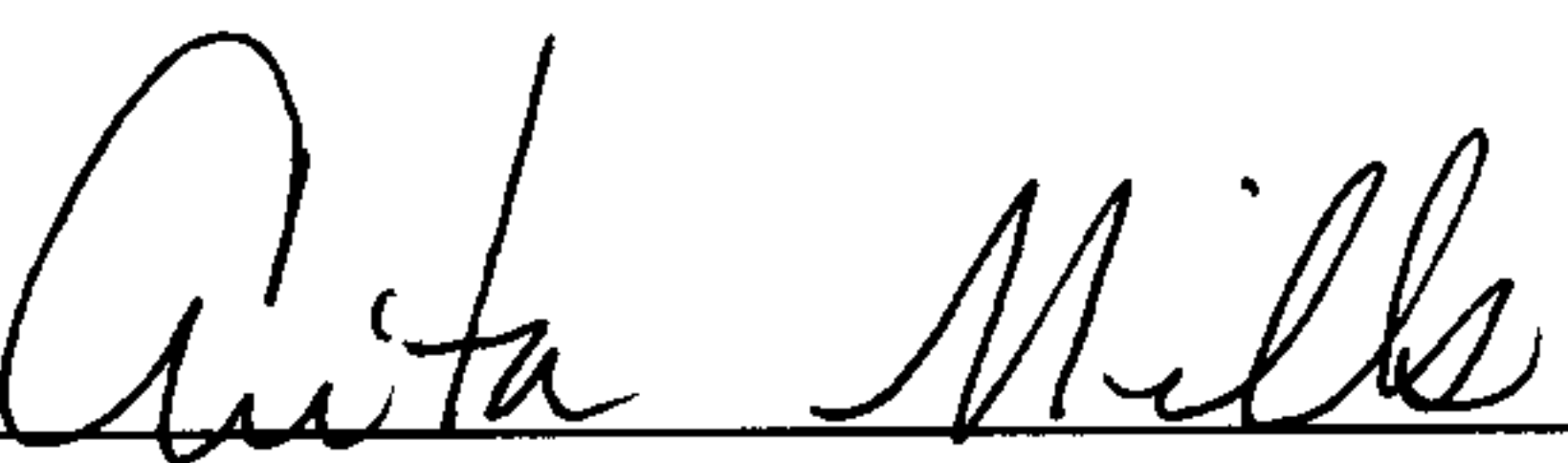
CIS FINANCIAL SERVICES, INC.

By: 
Paula Reeves
President

State of ALABAMA,
MARION County

On this the 22nd day of April, 2011 I, the undersigned authority, a Notary Public in and for said County and in said State, do hereby certify that Paula Reeves, whose name as President of CIS Financial Services, Inc., a corporation, whose name is signed to the foregoing conveyance, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of the said corporation on the day the same bears date.


Given under my hand and seal of office, this 22nd day of April, 2011.


Notary Public
My Commission expires: 9-13-13

SCHEDULE "A"

A PART OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 25, T.S.20S, R1E, SHELBY COUNTY, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SAID N.E. 1/4 OF THE S.W. 1/4 OF SECTION 25, T.S.20S, R1E, SHELBY COUNTY, ALABAMA AND RUN THENCE EASTERLY ALONG THE NORTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 660.0' FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED, THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 51.58' FEET TO A POINT SAID POINT BEING THE N.W. CORNER OF THE PHILLIPS PROPERTY, THENCE TURN AN ANGLE OF 89 DEGREES 55 MINUTES 15 SECONDS TO THE RIGHT AND RUN SOUTHERLY A DISTANCE OF 197.72' FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF A FUTURE DEDICATED 60 FOOT WIDE STREET, THENCE TURN AN ANGLE OF 45 DEGREES 19 MINUTES 00 SECONDS TO THE RIGHT AND RUN SOUTHWESTERLY A DISTANCE OF 470.40' FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NUMBER 61, THENCE TURN AN ANGLE OF 97 DEGREES 10 MINUTES 11 SECONDS TO THE RIGHT AND RUN NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE OF SAID HIGHWAY "61 A DISTANCE OF 485.70 FEET TO A POINT ON THE SOUTH LINE OF THE TUCKER PROPERTY, THENCE TURN AN ANGLE OF 127 DEGREES 35 MINUTES 34 SECONDS TO THE RIGHT AND RUN EASTERLY ALONG THE SOUTH LINE OF SAID TUCKER PROPERTY A DISTANCE OF 576.37 FEET TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 04 MINUTES 45 SECONDS TO THE LEFT AND RUN NORTHERLY A DISTANCE OF 144.0 FEET TO THE POINT OF BEGINNING, CONTAINING 3.17 ACRES AND SUBJECT TO ALL AGREEMENTS, EASEMENTS AND/OR RESTRICTIONS OF PROBATED RECORD. THERE IS AN EXISTING BRICK HOUSE AND RELATED IMPROVEMENTS ON THIS TRACT.


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