

When Recorded Mail To:
Martha Carter
Address:
REGIONS BANK DBA REGIONS MORTGAGE
215 FORREST STREET
HATTIESBURG, MS 39401
Attn: Assumption/Modification Dept.

_____ [Space Above This Line For Recording Data] _____

Original Recorded Date: April 23, 2007
Original Principal Amount: \$ 122,100.00

Loan No. 0896506902

**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

{This Modification Agreement is given to correct the legal description}

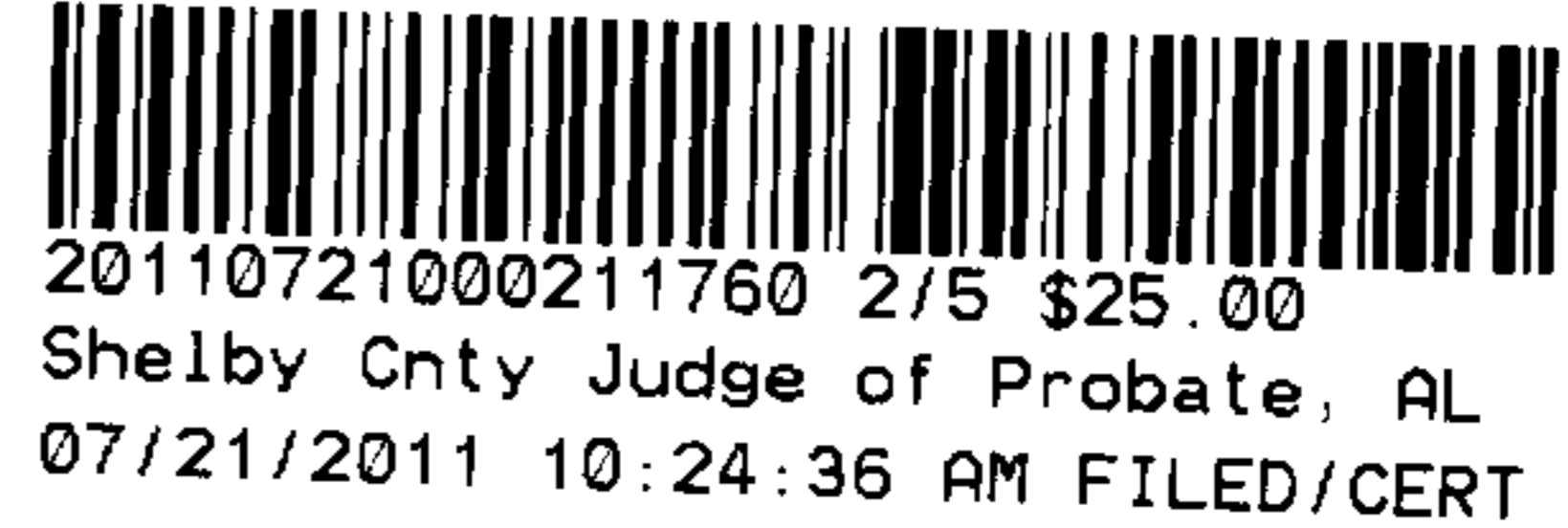
This Loan Modification Agreement (the "Agreement"), made this 27th day of May, 2011, between Michael D. Mitchell, An unmarried man

("Borrower") and **REGIONS BANK DBA REGIONS MORTGAGE**

("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 29, 2007** and recorded in **Book or Liber n/a, at pages(s) n/a, Instrument No. 20070423000186690**, of the **Judge of Probate Records of Shelby County, Alabama;**

WHEREAS, the Mortgagor and mortgagee do hereby mutually agree to amend, modify and change the legal description, in the mortgage described above, to correct the page number referenced in that certain legal description to "page 56". This modification to the Mortgage described above covers the real and personal property described and defined as the "Property", located at:
1206 Arrowhead Trail, Alabaster, Alabama 35007

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NOW THEREFORE, in consideration of the mutual agreement herein contained, it is covenanted and agreed as follows:

- 1) Said Security Instrument dated **March 29, 2007** is hereby modified and amended as follows: The legal description of the real property in **Shelby County, Alabama**, shown as Exhibit A of said Security Instrument, shall read as follows, to wit:

Lot 1, according to the Survey of Navajo Hills, Third Sector, as recorded in Map Book 5, Page 56, in the Probate Office of Shelby County, Alabama: being situated in Shelby County, Alabama.

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

1. As of **May 27, 2011** the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$116,315.60** 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 **6.875%**, from **May 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. **\$802.12**, 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 **6.875%** will remain in effect until principal and interest are paid in full. If on **April 1, 2037**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the 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 given in accordance with Section 15 of the Security Instrument, 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.

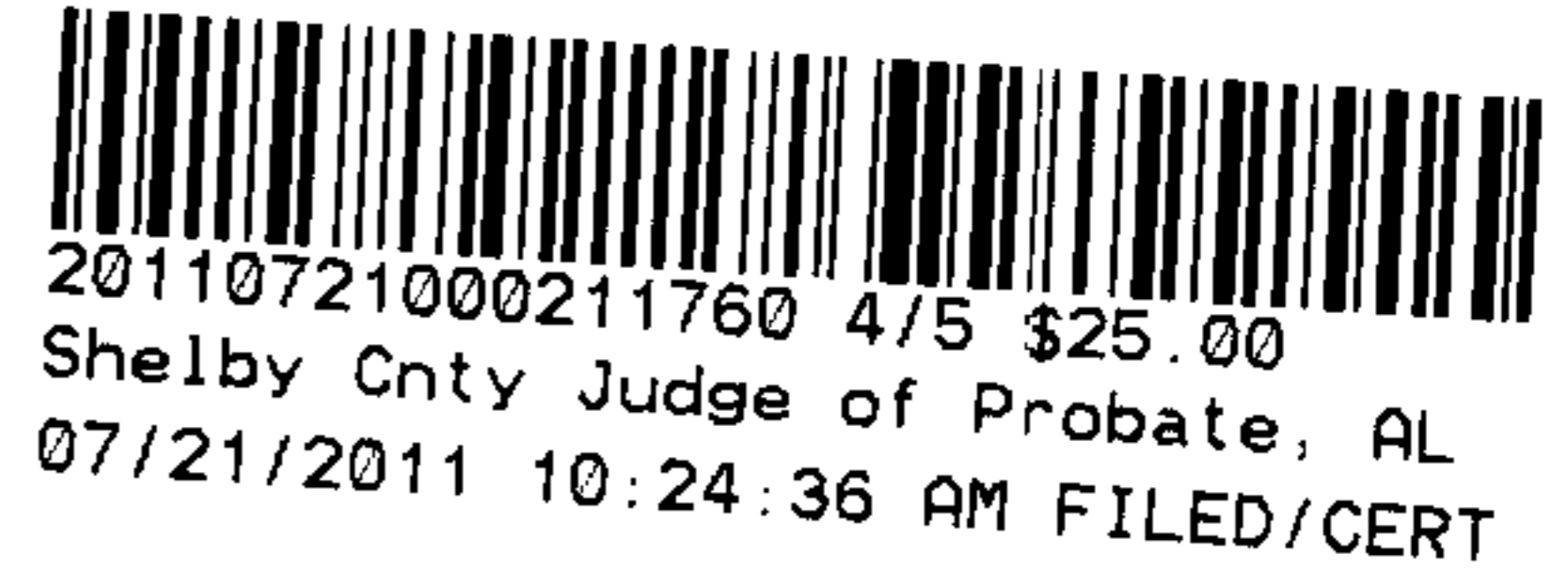
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20110721000211760 3/5 \$25.00
Shelby Cnty Judge of Probate, AL
07/21/2011 10:24:36 AM FILED/CERT

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 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 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 the Agreement shall be understood or construed to be satisfaction or release in whole or in part of the Note and Security Instrument.

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- (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.

REGIONS BANK DBA REGIONS MORTGAGE

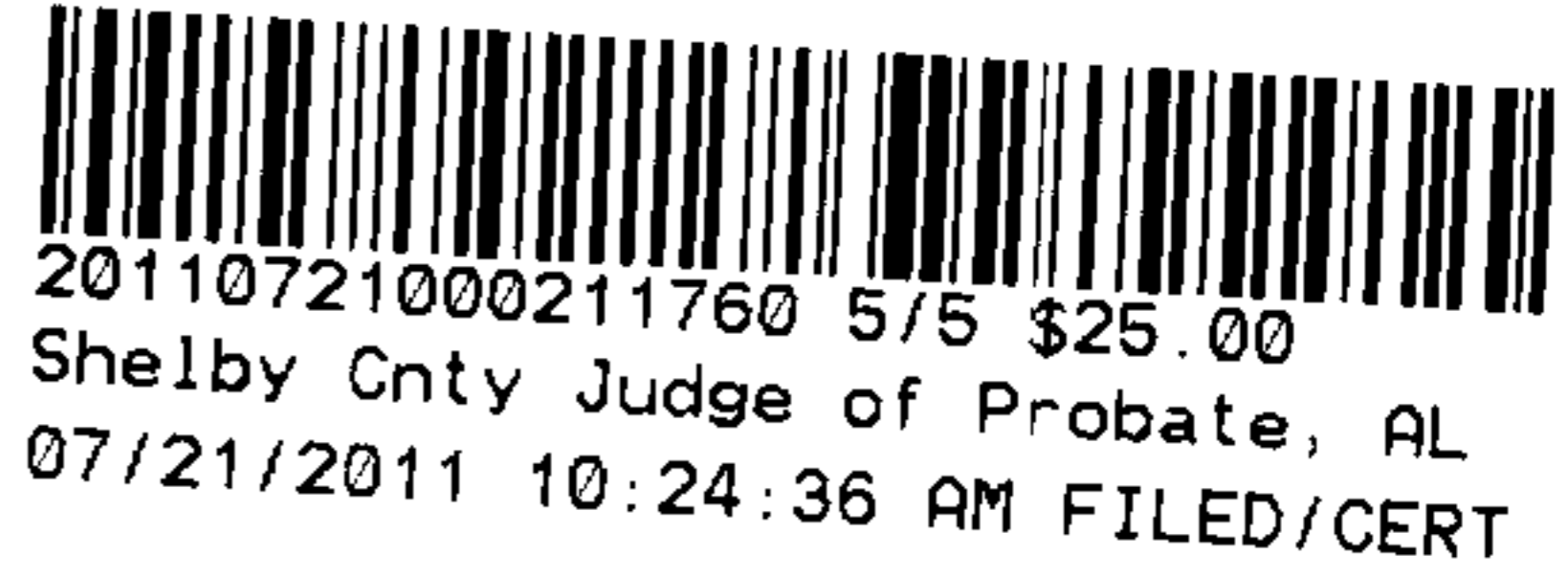
Donna Burch 6-20-11 (Seal)
 Name: **DONNA BURCH** - Lender
 Its: **ASSISTANT VICE PRESIDENT**

Michael D Mitchell (Seal)
 Michael D. Mitchell - Borrower

 - Borrower (Seal)

 - Borrower (Seal)

 - Borrower (Seal)



INDIVIDUAL(S) ACKNOWLEDGMENT

State of **Alabama**
County of Shelby

I, Notary Public, hereby certify that **Michael D. Mitchell, An unmarried man** 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 15 day of June, 2011.



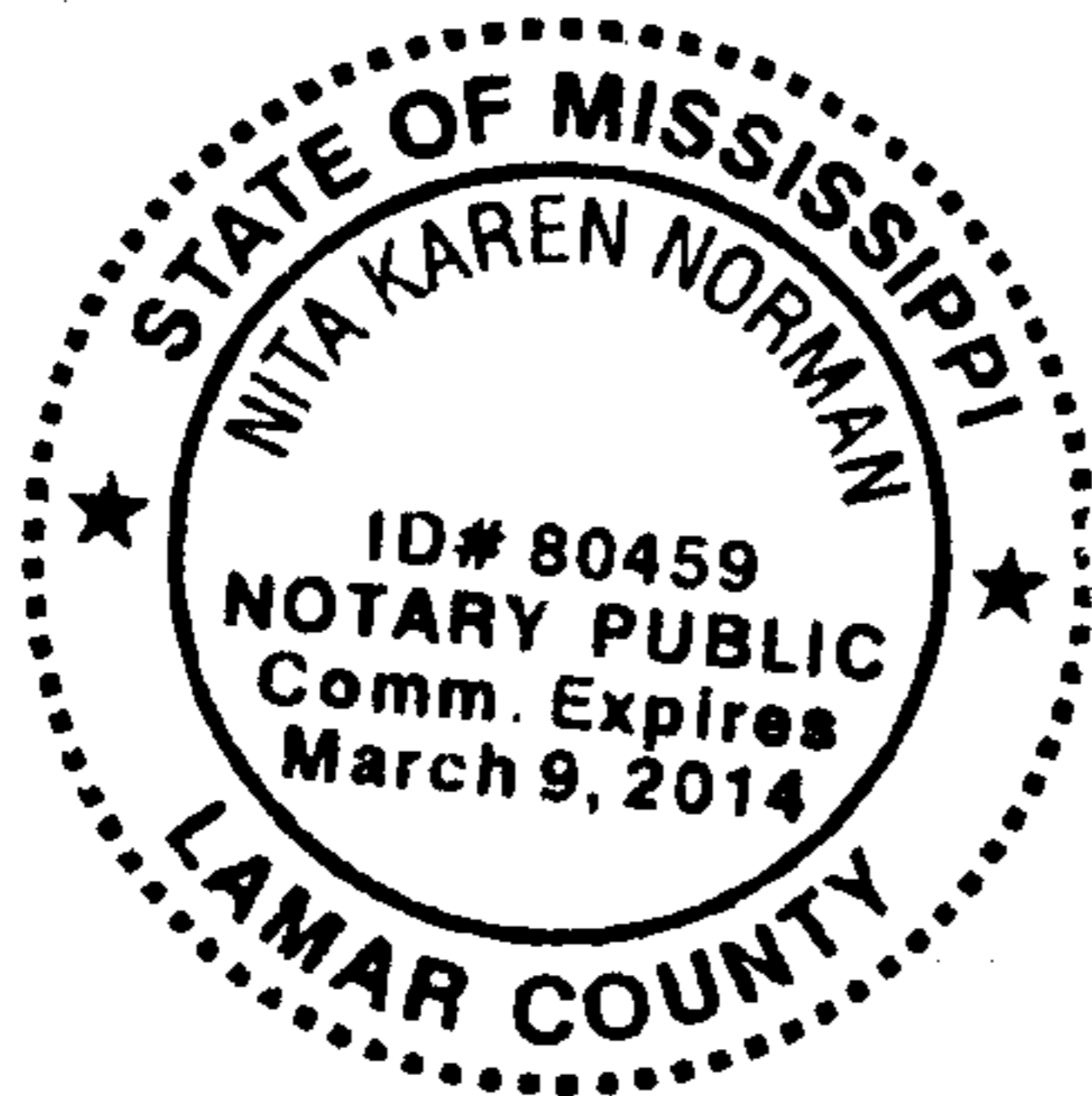
William E Pitts
Notary Public
My commission expires: 03 Aug 2013

LENDER CORPORATE ACKNOWLEDGMENT

State of Mississippi
County of Forrest

I, a Notary Public in and for said County in said State, hereby certify that **Donna Burch**, whose name as **Assistant Vice President 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 20th day of June, 2011.



Nita Karen Norman
Notary Public
My commission expires: March 9, 2014

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