



20130610000235810 1/3 \$342.90  
Shelby Cnty Judge of Probate, AL  
06/10/2013 10:58:22 AM FILED/CERT

## MODIFICATION AGREEMENT

This Loan Extension and Modification Agreement, made this 24 day of May, 2013, between Christopher M. Culver and Jennifer D. Culver, Husband and Wife (Borrowers) and Regions Mortgage (Lender), amends and supplements (1) the Mortgage as a Modified Debt (the "Security Instrument") and (2) the Note 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:

Lot 73, according to the Survey of Kentwood, 2nd addition, Phase 1, as recorded in Map Cook 18, page 6C in the Office of the Judge of Probate for Shelby County, Alabama, being situated in Shelby County, Alabama

Street Address: 126 Kentwood Way, Alabaster, AL 35007


and recorded July 21, 2008 in Book Instrument#, at Page 20080721000293330 in the Office of the Judge of Probate of Shelby County, AL.


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

1. As of May 1, 2013, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") in U.S. \$216,534.69 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrowers promise to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The initial interest rate in effect from the date of this Extension and Modification Agreement until November 1, 2038, is 3.875%, payable in monthly installments of \$1,114.96 plus an additional amount for the monthly escrow payment, if applicable, commencing on the 1st day of June, 2013, and on the first day of each month thereafter.
3. If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the Borrowers 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 the Borrowers must pay all sums secured by this Security Instrument. If the Borrowers fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the borrower.
4. The Borrowers also will comply with all other covenants, agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrowers is obligated to make under the Security Instrument.

5. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrowers and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this agreement.

WITNESS OUR SIGNATURE ON THE DATE SET FORTH HEREIN.

  
Christopher M. Culver

  
Jennifer D. Culver

STATE OF Alabama  
COUNTY OF Shelby

Personally appeared before me, Christopher M. Culver Jennifer D. Culver, the undersigned Notary Public, in and for the State and County, hereby certify that Christopher M. Culver and Jennifer D. Culver acknowledged before me on this day that being informed of the contents of this agreement, executed the same voluntarily on this date.

Given under my hand and notarial seal on this the 24<sup>th</sup> day of MAY, 2013.

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 29, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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Regions Mortgage

BY: Cardester McCoy 6-5-13  
its Vice President

STATE OF TN  
COUNTY OF Shelby

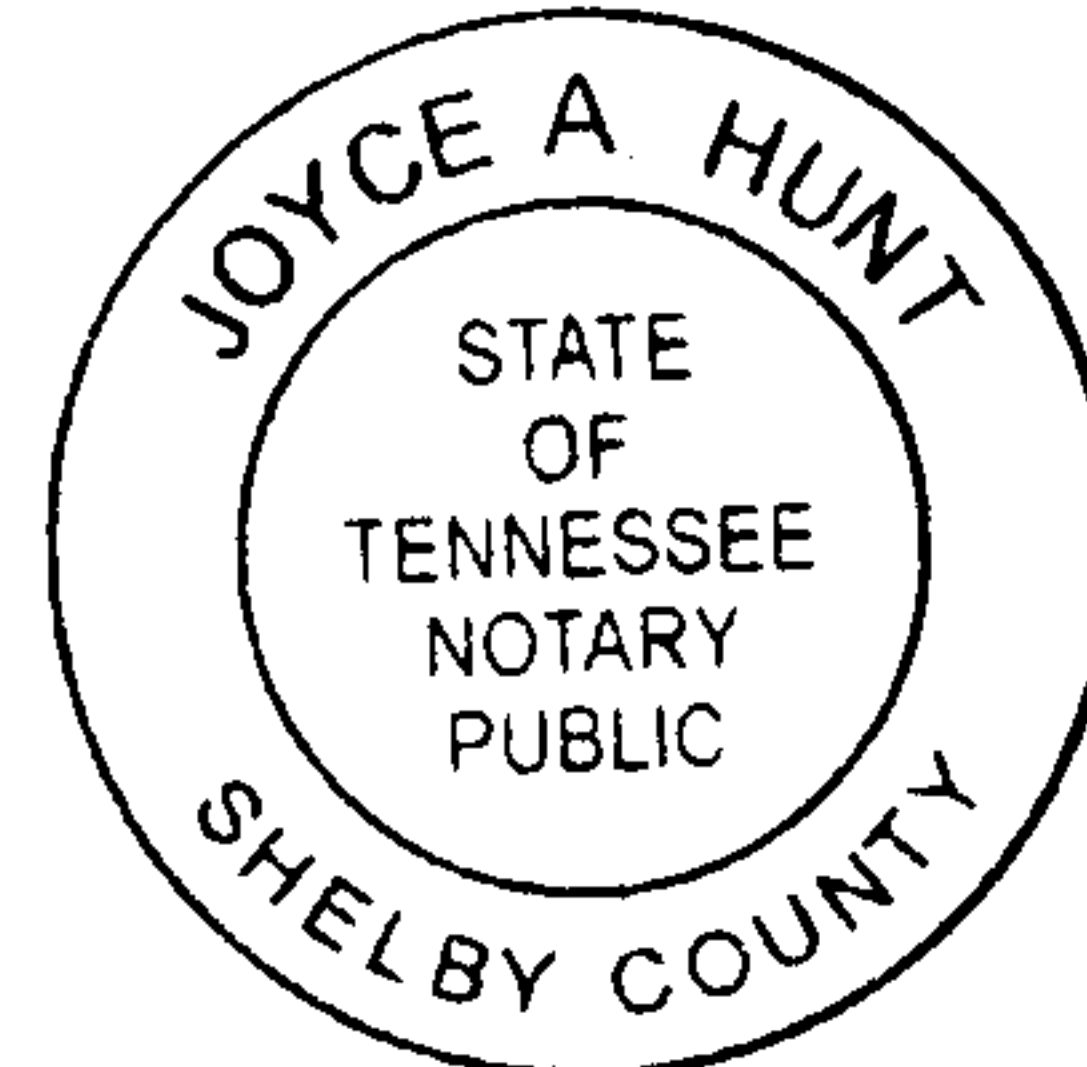
Personally appeared before me, C. McCoy, the undersigned Notary Public, in and for the State and County, hereby certify that Vice President whose name as Vice President of Regions Mortgage acknowledged before me on this day that being informed of the contents of this agreement, with full authority executed the same voluntarily for and as the act for Regions Mortgage on this date.

Given under my hand and notarial seal on this the 5th day of June, 2013.

Joyce A. Hunt  
NOTARY PUBLIC

MY COMMISSION EXPIRES: February 23, 2014

Prepared By:  
Jeffrey A. Bunda  
SHAPIRO AND INGLE, L.L.C.  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
704-333-8107



My Commission Expires February 23, 2014

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