


Prepared by: Michael L. Riddle  
Middleberg, Riddle & Gianna  
717 N. Harwood, Suite 2400  
Dallas, TX 75201

  
20131112000443390 1/6 \$228.65  
Shelby Cnty Judge of Probate, AL  
11/12/2013 10:31:16 AM FILED/CERT

Recording Requested By and Return To:

215 FORREST STREET  
HATTIESBURG, MS 39401

Source of Title: Deed Book \_\_\_\_\_, Page \_\_\_\_\_  
[Space Above This Line For Recording Data]

Loan No: **0896584223**

Data ID: **516**

Borrower: **HERMAN FOCHTMANN**

Original Recorded Date: **November 27, 2007**

Original Principal Amount: **\$172,800.00**

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

This Loan Modification Agreement ("Agreement"), made this **17th day of July, 2013**, between **HERMAN FOCHTMANN AND VICKIE FOCHTMANN (NONBORROWER)**, HUSBAND AND WIFE, whose address is **2323 HIGHWAY 17, MONTEVALLO, ALABAMA 35115** ("Borrower") and **REGIONS BANK DBA REGIONS MORTGAGE, 215 FORREST STREET, HATTIESBURG, MS 39401** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **November 21, 2007** and recorded in **INSTR 20071127000538800** of the Official Records of the County Recorder's or Clerk's Office of **SHELBY COUNTY, ALABAMA** 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:

**2323 HIGHWAY 17, MONTEVALLO, ALABAMA 35115**

[Property Address]

**LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument**

Modified by **Middleberg, Riddle & Gianna**

**Form 3179 1/01 (rev. 06/12)**

(Page 1 of 6 Pages)



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Loan No: 0896584223

Data ID: 516

the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

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 **August 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$133,047.27**, 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 **5.000%**, from **August 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$714.23**, beginning on the **first day of September, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000%** will remain in effect until principal and interest are paid in full.

If on **August 1, 2043** (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 the Security Instrument without further notice or demand on Borrower.

**LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument**

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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; and
  - (b) all terms and provisions of any adjustable rate rider, 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - (d) 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.
  - (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.

**LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument**

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**Form 3179 1/01 (rev. 06/12)**

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Herman Fohtmann (Seal)  
HERMAN FOCHTMANN —Borrower  
Vickie Fohtmann (Seal)  
VICKIE FOCHTMANN  
(NONBORROWER) —Borrower

- Borrower Acknowledgment -

STATE OF ALABAMA  
COUNTY OF SHELBY

§  
§

I, Pleasin J. Spear, a Notary Public, hereby certify that  
HERMAN FOCHTMANN AND VICKIE FOCHTMANN (NONBORROWER)  
whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before  
me on this day that, being informed of the contents of the conveyance, they executed the same  
voluntarily on the day the same bears date.

Given under my hand this 26<sup>th</sup> day of July, A.D. 2013.

[Seal]

Pleasin J. Spear  
Notary Public

My commission expires: 9/3/2014

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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Lender: REGIONS BANK DBA REGIONS MORTGAGE

By: Leah King  
LEAH KING, ASSISTANT VICE PRESIDENT

Date of Lender's Signature: 8-12-13

- Lender Acknowledgment -

STATE OF MISSISSIPPI  
COUNTY OF

I, Cathy Ann Kelley, a Notary Public in and for said County in said State, hereby certify that LEAH KING whose name as ASSISTANT VICE PRESIDENT of REGIONS BANK DBA REGIONS MORTGAGE, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this 12 day of August, 2013.

Cathy Ann Kelley  
Notary Public  
Cathy Ann Kelley  
(Printed Name)

My commission expires: 8-9-16



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
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20071127000538880 16/16 \$315.20  
Shelby Cnty Judge of Probate, AL  
11/27/2007 01:45:35PM FILED/CERT

# **EXHIBIT "A"** **LEGAL DESCRIPTION OF PROPERTY**

Two parcels of land located in the NW quarter of Section 8, Township 22 South, Range 3 West, more particularly described as follows:

## **PARCEL I:**

Commence at the NE corner of the NW 1/4 of said Section 8; thence run South 0 degrees 00 minutes 05 seconds East, 2005.59 feet; thence 91 degrees 33 minutes 24 seconds right 499.69 feet running North 88 degrees 26 minutes 41 seconds West to the Point of Beginning; thence North 88 degrees 06 minutes 24 seconds East, 361.18 feet to the centerline of Shelby County Highway 17; thence North 42 degrees 12 minutes 44 seconds East, along said centerline 105.73 feet; thence North 40 degrees 13 minutes 24 seconds East, 150.04 feet; thence North 36 degrees 52 minutes 32 seconds East, 133.24 feet; thence North 31 degrees 55 minutes 44 seconds East, 115.79 feet; thence North 64 degrees 39 minutes 17 seconds East, 33.16 feet; thence South 73 degrees 38 minutes 59 seconds East, 61.06 feet; thence South 3 degrees 04 minutes 10 seconds West along King Creek, 41.68 feet; thence South 16 degrees 33 minutes 55 seconds West, 106.80 feet; thence South 26 degrees 18 minutes 28 seconds West, 52.64 feet; thence South 25 degrees 58 minutes 36 seconds West, 51.88 feet; thence South 2 degrees 05 minutes 10 seconds West, 167.62 feet; thence South 32 degrees 15 minutes 28 seconds East, 37.94 feet to the Point of Beginning, less and except R.O.W for Highway 17.

## **PARCEL II:**

Commence at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 8, Township 22 South, Range 3 West; thence South 00 degrees 00 minutes 04 seconds East and along the east line of said 1/4-1/4 section 179.89 feet; thence South 20 degrees 23 minutes 28 seconds West and run 143.49 feet; thence South 13 degrees 56 minutes 06 seconds West and run 239.62 feet; thence South 28 degrees 19 minutes 27 seconds West and run 320.34 feet; thence South 40 degrees 38 minutes 13 seconds West and run 58.45 feet to the Point of Beginning, said point being on a curve to the left having a central angle of 30 degrees 18 minutes 29 seconds and a radius of 806.70 feet; thence along the chord of said curve South 23 degrees 24 minutes 25 seconds West and run 421.77 feet to the Point of "REVERSE" curve, having a central angle of 28 degrees 55 minutes 12 seconds and a radius of 833.17 feet; thence along the chord of said curve South 22 degrees 42 minutes 47 seconds West and run 416.09 feet; thence North 86 degrees 06 minutes 34 seconds West and run 364.90 feet; thence North 05 degrees 57 minutes 07 seconds East and run 957.00 feet; thence North 55 degrees 40 minutes 24 seconds West and run 70.78 feet; thence North 32 degrees 51 minutes 07 seconds West and run 88.69 feet; thence North 29 degrees 17 minutes 56 seconds West and run 97.87 feet; thence North 39 degrees 53 minutes 03 seconds West and run 84.01 feet; thence North 36 degrees 14 minutes 52 seconds West and run 68.57 feet; thence North 24 degrees 30 minutes 41 seconds West and run 102.94 feet; thence North 24 degrees 30 minutes 28 seconds West and run 50.00 feet; thence North 70 degrees 04 minutes 41 seconds East and run 28.88 feet; thence South 85 degrees 53 minutes 43 seconds East and run 547.65 feet; thence South 15 degrees 34 minutes 00 seconds West and run 300.00 feet; thence South 54 degrees 26 minutes 00 seconds East and run 333.67 feet; thence South 42 degrees 51 minutes 50 seconds East and run 207.35 feet to the Point of Beginning.

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