
20140331C00089830 1/4 \$331.25
Shelby Cnty Judge of Probate, AL
03/31/2014 12:33:21 PM FILED/CERT

SOURCE OF TITLE : INSTRUMENT No. 20090220000061730

Prepared by: Mike Brown
201 Country Place Pkwy
Pearl, MS 39208
Ph: 601-208-7749

Return to: Trustmark Bank
P.O. Box 522
Jackson, MS 39205
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Borrower(s):
Vayrn L. Turner
Valery J. Turner
417 Oakwell CV
Calera, AL 35040
Ph: 205-955-2796

Loan No. 4038271

VA Case No. 22-22-6-0588079

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

The Maximum Principal Indebtedness for Alabama tax recording purposes is \$205,482.89.

This Loan Modification Agreement ("Agreement"), made this **26th** day of **February, 2014** between **Vayrn L. Turner and Valery J. Turner, husband and wife**, ("Borrower"), and **Trustmark National Bank** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **January 16, 2009** and recorded in **Instrument Number 20090220000061740** the Office of the Judge of Probate 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 **417 Oakwell CV, Calera, AL 35040**.

The real property described being set forth as follows:

Indexing Instructions: **Lot 21, Camden Cove West, Sector 3, Phase 1, Shelby Co., AL**
(See 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 or Security Instrument):

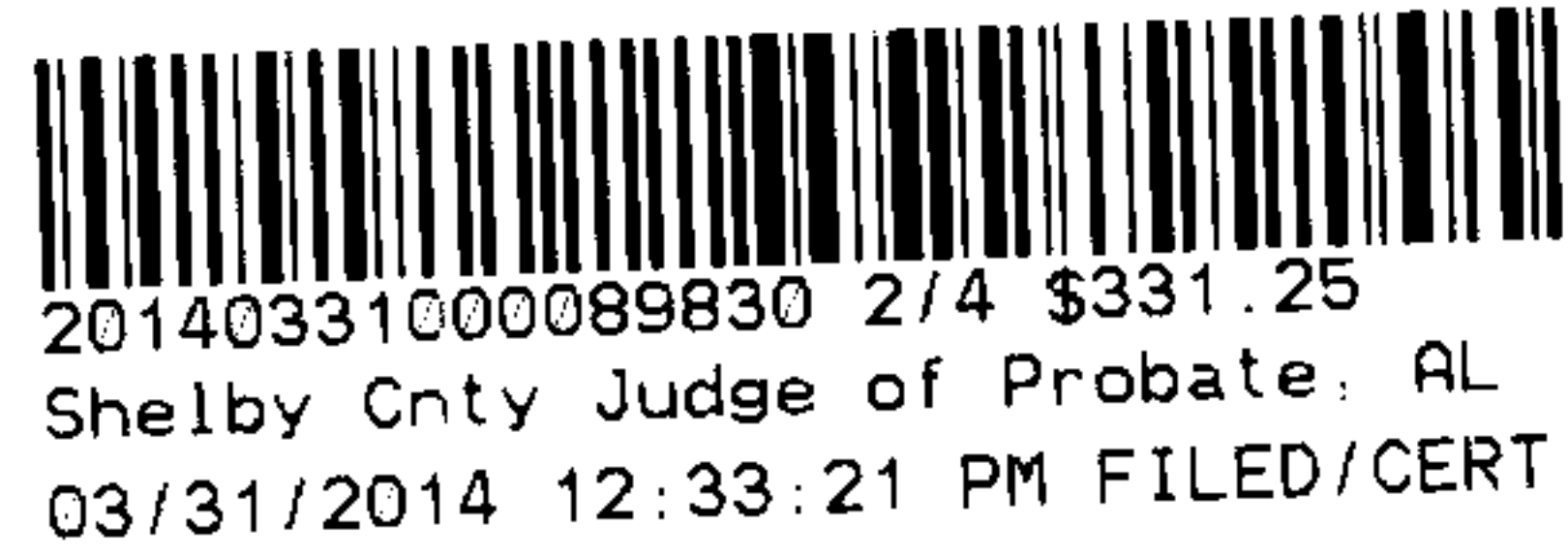
1. As of **March 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$205,482.89**, consisting of the amount (s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.000%** from **March 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$981.01**, beginning on **April 1, 2014** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **March 1, 2044** (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 201 Country Place Parkway, Pearl, MS 39208 or at such other place as the Lender may require.

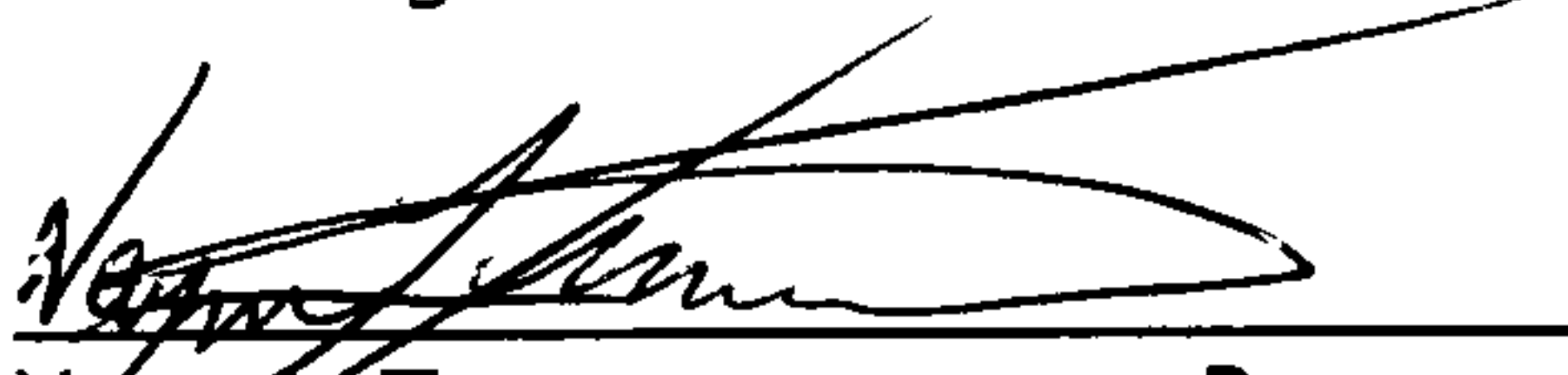
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

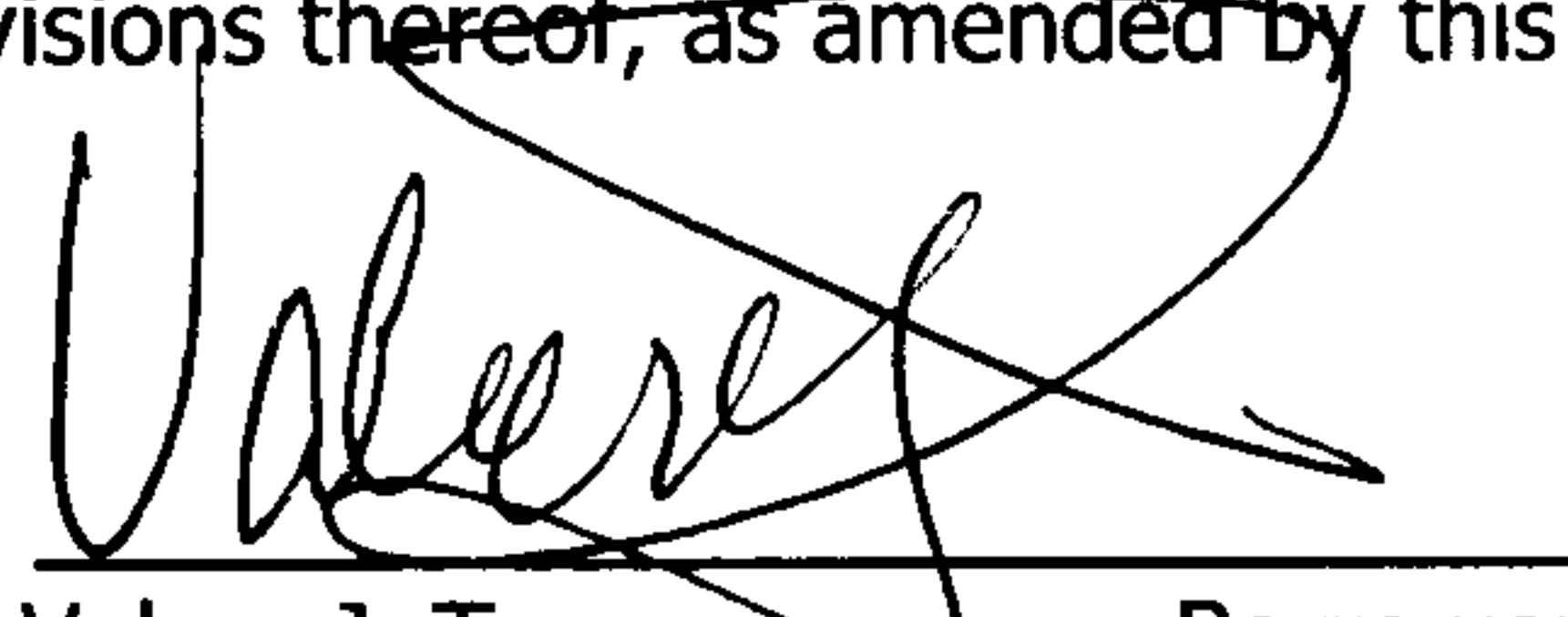
If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails 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 Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, 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 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. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.


Vayrn L. Turner, Borrower


Valery J. Turner, Borrower

STATE OF: ALABAMA
COUNTY OF: Shelby

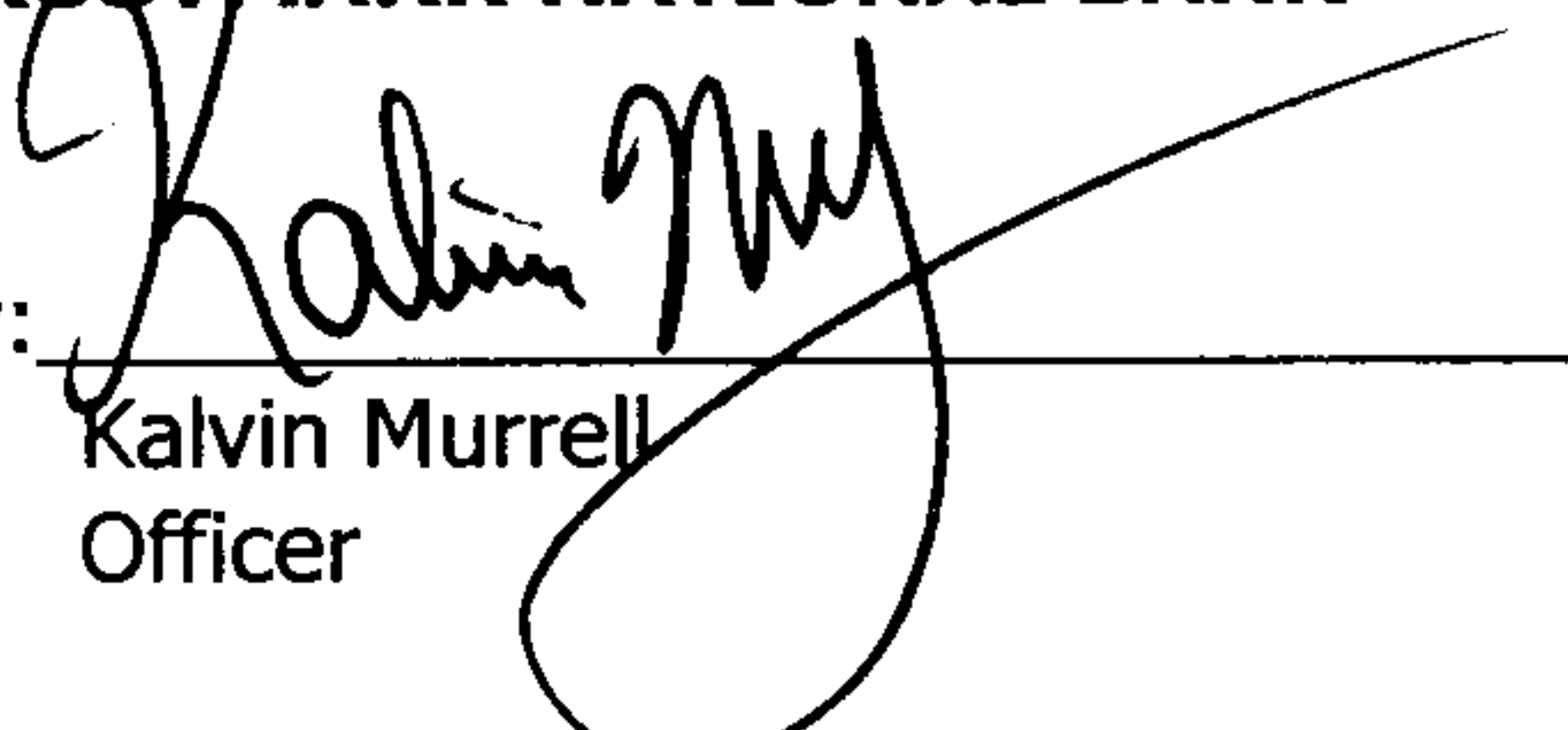
Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction aforesaid, the within name(s), **Vayrn L. Turner and Valery J. Turner**, who acknowledges that he/she signed, executed and delivered the above foregoing instrument of writing on the date first above written as his/her voluntary act and deed.

Given under my hand and official seal of office, this 12th of March, 2014.

NOTARY PUBLIC


My Commission Expires April 29, 2015

TRUSTMARK NATIONAL BANK

By: 
Calvin Murrell
Officer

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction, Calvin Murrell, who acknowledges that he is an Officer, of Trustmark National Bank, a National Banking Association, and that he signed and delivered the above foregoing instrument, as the act and deed of said Banking Association, said being duly authorized so to do.

Given under my hand and official seal of office, this 17th of March, 2014.

NOTARY PUBLIC

My Commission Expires: 7-29-2017



EXHIBIT "A"

1. Subject Mortgage: That certain mortgage from Varyn L. Turner and Valery J. Turner, husband and wife to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee for Superior Bank, dated January 16, 2009, recorded February 20, 2009, in Instrument No. 20090220000061740, in the face amount of \$183,767.00; transferred and assigned to TrustMark National Bank, in Instrument No. 20100709000217920. Please Note: This instrument was modified on 09/01/2011 and recorded by Instrument No. 20110901000258500.

