

After Recording Return To:

~~Jane Banks, Loss Mitigation Specialist~~

~~Regions Mortgage~~

~~7130 Goodlett Farms Parkway~~

~~Cordova, TN 38016~~

REM CORPORATION
940 S FRONTAGE RD
SUITE 1400
WOODRIDGE IL 60517

20150507000149770 1/4 \$488.90
Shelby Cnty Judge of Probate, AL
05/07/2015 11:10:43 AM FILED/CERT

[Space Above This Line For Recording Data]

Original Recorded Date: May 9, 2007

Original Principal Amount: \$ 267,500.00

Freddie Loan No. 1704190662

Regions Loan No. 0896525747

LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 11th day of December, 2012, between Regions Bank d/b/a Regions Mortgage ("Lender") and Katrina Swoopes and Danny Swoopes ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the 16th day of April, 2007 in the original principal sum of U.S. \$267,500.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Book or Liber #20070509000218480, at pages 1-14 of the Judge of Probate Records of Shelby County, AL. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

408 Norwick Circle Alabaster, AL 35007

[Property Address]

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, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of December 1, 2012, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$310,599.71.
2. Interest Rate. 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 4.250%, beginning December 1, 2012, both before and after any default described in the Note. The yearly rate of 4.250% will remain in effect until principal and interest is paid in full.
3. \$19,649.71 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 290,950.00. Interest at the rate of 4.250% will begin to accrue on the Interest Bearing Principal Balance as of December 1, 2012 and the first new monthly payment on the Interest Bearing Principal Balance will be due on January 1, 2013.

4 Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$1,261.62 beginning on the 1st day of January, 2013 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2052, (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.

5 Place of Payment. Borrower must make the monthly payments at Regions Mortgage Department 2520, P.O. Box 2153, Birmingham, AL. 35287-2520 or such other place as Lender may require.

6 Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

7 Property Transfer. 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.

8. Compliance with Covenants. 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.


9 Discharged Bankruptcy. Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability

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


In Witness Whereof, Lender and Borrower have executed this Agreement.


20150507000149770 2/4 \$488.90
Shelby Cnty Judge of Probate, AL
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Regions Bank d/b/a Regions Mortgage - Lender

 (Seal)
Katrina Swoopes-Borrower

By:  1-4-13
Regions Bank d/b/a Regions Mortgage - Lender

 (Seal)
Danny Swoopes-Borrower

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]

_____(Space Below This Line For Acknowledgements)_____

STATE OF Alabama
COUNTY OF Jefferson

On this 27th day of December, 2012, before me the subscriber, personally
appeared Katrina Swoopes Danny Swoopes who, I am satisfied, are the
persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed
and delivered the same as their act and deed for the purposes therein expressed,

Clayton A. Vance
Notary Public
MY COMMISSION EXPIRES JANUARY 28 2016

My Commission Expires:

COMMISSION EXPIRES JANUARY 28 2016

STATE OF: Tennessee


COUNTY OF: Shelby

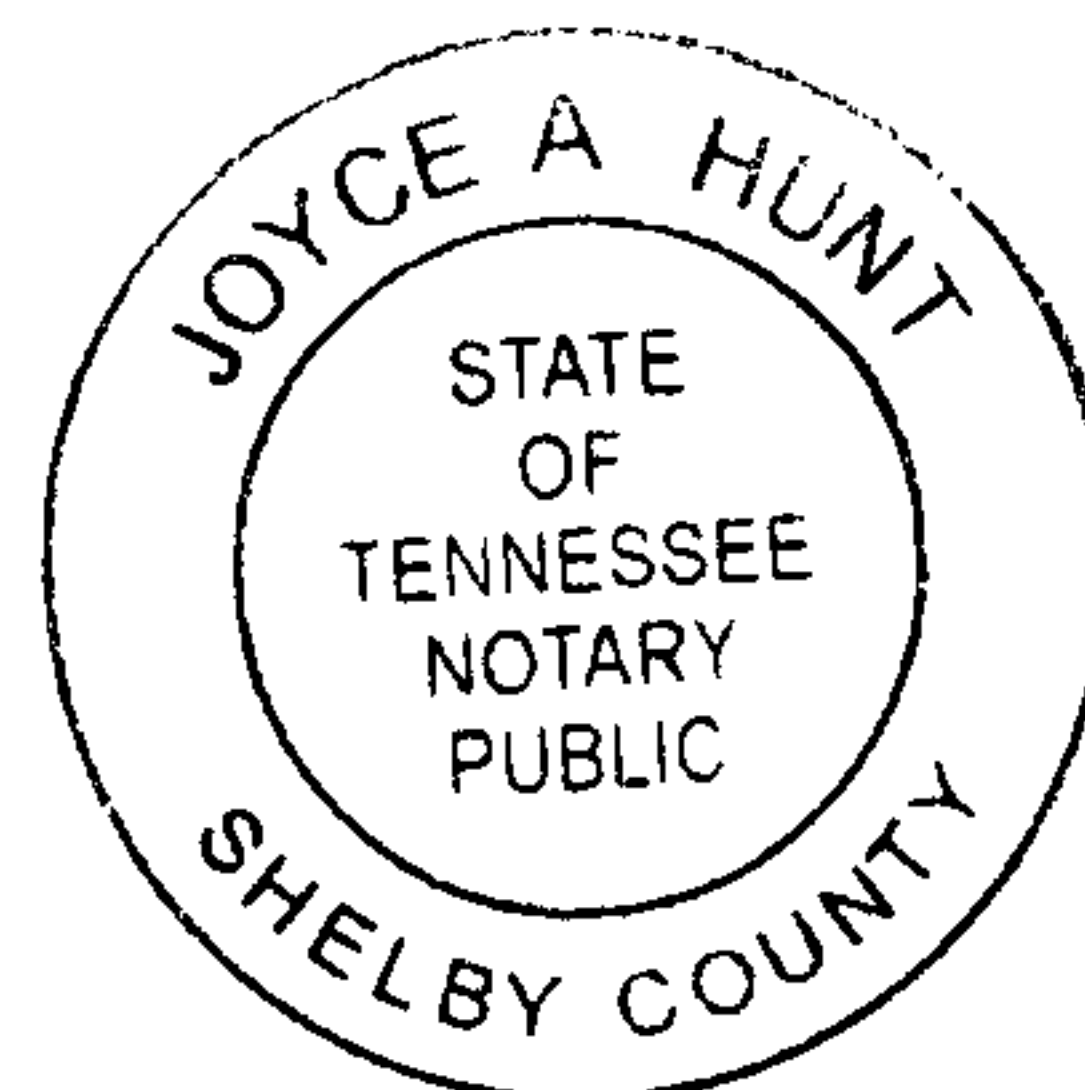
On this 4th day of Jan, 2013, before me personally appeared
C. McCoy with whom I am personally acquainted and who, upon
oath acknowledged him/herself to be the Vice President of
Regions the within named Association and that as such
Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the
name of the Association by him/herself as such Officer.

WITNESS MY HAND AND NOTARIAL SEAL AT OFFICE THE DAY AND YEAR ABOVE WRITTEN.

Joyce A. Hunt
Notary Public

My Commission Expires: February 23, 2014


20150507000149770 3/4 \$488.90
Shelby Cnty Judge of Probate, AL
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My Commission Expires February 23, 2014

Loan No: 0896525747

Data ID: 117

Borrower: KATRINA SWOOPES

Property Address: 408 NORWICK CIRCLE, ALABASTER, ALABAMA 35007

LEGAL DESCRIPTION

(Page 14 of 14)

EXHIBIT "A"

Lot 23, Block 4, according to the Survey of Norwick Forest, Second Sector, as recorded in Map Book 13, Page 23 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

This conveyance is made subject to any and all restrictions, reservations, covenants, easements, and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.

20070509000218480 14/14 \$451.25
Shelby Cnty Judge of Probate, AL
05/09/2007 02:08:03PM FILED/CERT

20150507000149770 4/4 \$488.90
Shelby Cnty Judge of Probate, AL
05/07/2015 11:10:43 AM FILED/CERT

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate with Balloon)-Single Family-UNIFORM INSTRUMENT
Modified by Middleberg, Riddle & Gianna 3/04 (Page 6 of 6 Pages)



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