

20121206000466990 176 \$320.23 Shelby Cnty Judge of Probate, AL 12/06/2012 12:00:09 PM FILED/CERT

Recording Requested by/ After Recording Return To:

Stewart Lender Services
Attn: Modification Recordation
9700 Bissonnet Street, Suite 1500
Houston, TX 77036

This document was prepared by

Home Retention Services, Inc.,
Modifications Department
9700 Bissonnet Street
Suite 1500
Houston, TX 77036
1.855.664.8124
By: Myra LeBlanc, VP

LOAN MODIFICATION AGREEMENT

Order ID: 8927644

Loan Number: 184587123 Borrower: JOHN CONWAY

Original Loan Amount: \$186,572.00 Recording Reference: See Exhibit 'B' Project ID: 278525

Recording Requested by BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. 7105 Corporate Drive (PTX-B-36)
Plano, TX 75024
DocID#: 0651845871237105A

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on April 15, 2011 between JOHN CONWAY (the "Borrower(s)") and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the July 17, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 365 OLD CAHABA TRAIL, HELENA, AL 35080.

The real property described being set forth as follows:

001001356 CONWAY J 610 184587123 MOD 001 001

WDGLMA

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WDGGovLnModAgree

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SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of one hundred ninety five thousand four hundred ninety eight and 25/100, (U.S. Dollars) (\$195,498.25). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2041.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

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SIGNED AND ACCEPTED THIS Zo+ DAY OF	April 2011
BY (
Jahr Co	
JOHN CONWAY	
	
ΔΗ SIGNATURES MUST	RE ACKNOWI EDGED)
State of Alabama, County of Shelby 2011 before me the undersigned, a Notary Public i	On this $20^{\frac{1}{12}}$ day of $April_{,}$
2011 before me the undersigned, a Notary Public i	n and for said State, personally appeared
John Conway	
known to me, or proved to me on the basis of satisfac	
is/are subscribed to the foregoing instrument and ack	nowledged that <u>ne</u> executed the
same.	$\int_{-\infty}^{\infty} dt dt$
Witness my hand and official seal.	Signature John m Matus
	Jayesh M. Patel JAYESH M. PATEL
	Name (typed or printed) NOTARY PUBLIC STATE OF ALABAMA MY COMM. EXPIRES DEC. 14, 2012
My commission expires: 1/e c /4, c	MY COMM. EXPIRES DEC. 14, 2012
as evidenced by their signatures below, the Co-Owne	r(s) consent to this Modification of the Mortgage.
CO-OWNER(S)	
	Dated:
Co-Owner(s) Signature	
Co-Owner(s) Name (typed or printed)	
STATE OF	
COUNTY OF	
On before me,	
Notary Public, personally appeared	
personally known to me (or proved to me on the basis	
whose name(s) is/are subscribed to the within instrum executed the same in his/her/their authorized capacity	
instrument the person(s), or entity upon behalf of which	
WITNESS my hand and official seal.	
Signature	
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DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Stewart Lender Services, Inc., its attorney in fact

By:

Myra LeBlanc, S.V.P., Stewart Lender Services, Inc.

Date

STATE OF TEXAS

COUNTY OF HARRIS

On <u>September 18 2012</u> before me, <u>Alicia Powers Notary Public-Stewart Lender Services</u>, <u>Inc.</u> personally appeared <u>Myra LeBlanc S.V.P.</u>, <u>Stewart Lender Services</u>, <u>Inc.</u> personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that <u>she</u> executed the same in <u>her</u> authorized capacity, and that by <u>her</u> signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature

Alicia Powers

ALICIA POWERS

Notary Public, State of Texas

My Commission Expires

July 16, 2016

My commission expires: July 16, 2016

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Order ID: 8927644

Loan Number: 184587123

Project ID: 278525

EXHIBIT B

Borrower Name: JOHN CONWAY

Property Address: 365 OLD CAHABA TRAIL, HELENA, AL 35080

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 06/30/2008 as Instrument/Document Number: 20080630000264330, and/or Book/Liber Number: 0 at Page Number: 0 in the real records of SHELBY County, State of AL.

Additional County Requirements:

Original Loan Amount: \$186,572.00

Current UPB: \$195,498.25





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