

20130311000101380 1/5 \$335.55  
Shelby Cnty Judge of Probate, AL  
03/11/2013 02:49:41 PM FILED/CERT

Recording Requested by

Bank of America, N.A.  
WHEN RECORDED MAIL TO:

Bank of America, N.A.  
1001 Liberty Avenue, Suite 675  
Pittsburgh, PA 15222

*334 883-1300 7777 Melissa Allshouse*  
This document was prepared by Bank of America, N.A.  
*1001 Liberty Ave Ste 675 Pittsburgh PA 15222*  
See Exhibit B for assignments of record if applicable

Space Above for Recorder's Use

*\* Married Person* LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on August 1, 2012 between KORY WADE FOSTER (the "Borrower(s)") and Bank of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the 22nd of July, 2010 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property' (See Exhibit A for Legal Description if applicable), located at 330 ADDISON DRIVE, CALERA, AL 35040. *Unpaid Principal*

The real property described being set forth as follows: *Balance: 207,677.79*

**SAME AS IN SAID SECURITY INSTRUMENT**

*Prev Rec 7/13/2010 Inst # 2010073000221690*

MERS: 100020410002181000

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

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 two hundred seven thousand six hundred seventy-seven and 79/100, (U.S. Dollars) (\$207,677.79). This debt is evidenced 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

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full debt, if not paid earlier, due and payable on December 1, 2040. 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 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.

Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

SIGNED AND ACCEPTED THIS 28<sup>TH</sup> DAY OF AUGUST 2012

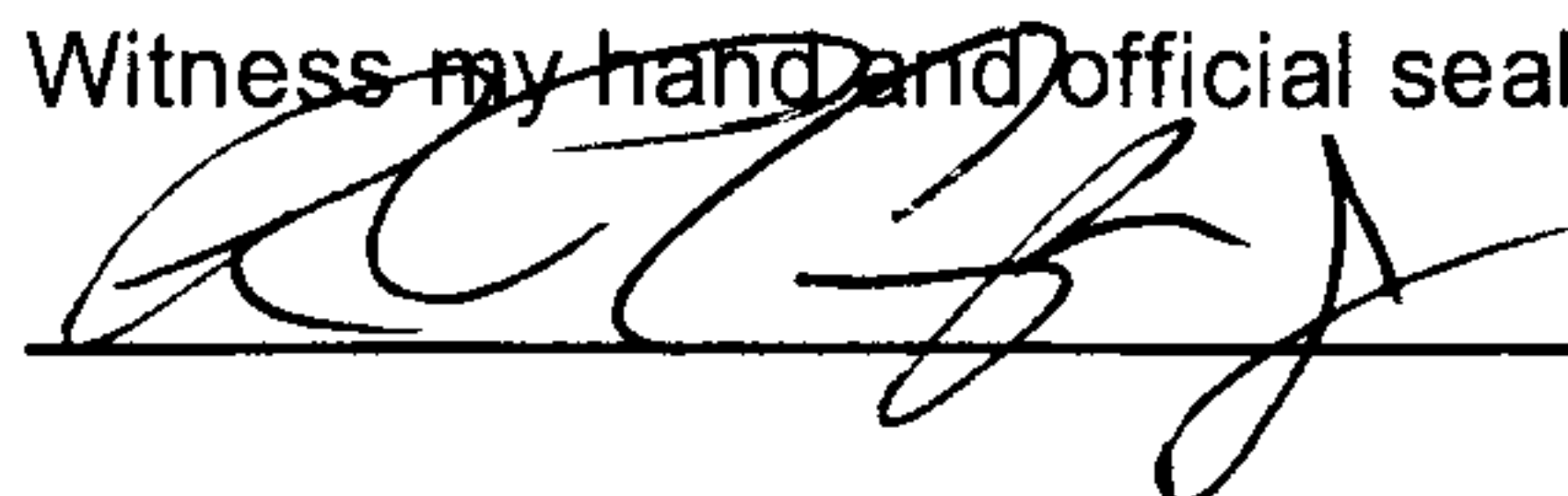
BY  
  
KORY WADE FOSTER

Marital Status (mark one):  
 Single  Married  Divorced  
 Widowed  
 Decline to Provide  Other: \_\_\_\_\_

Marital Status (mark one):  
 Single  Married  Divorced  
 Widowed  
 Decline to Provide  Other: \_\_\_\_\_

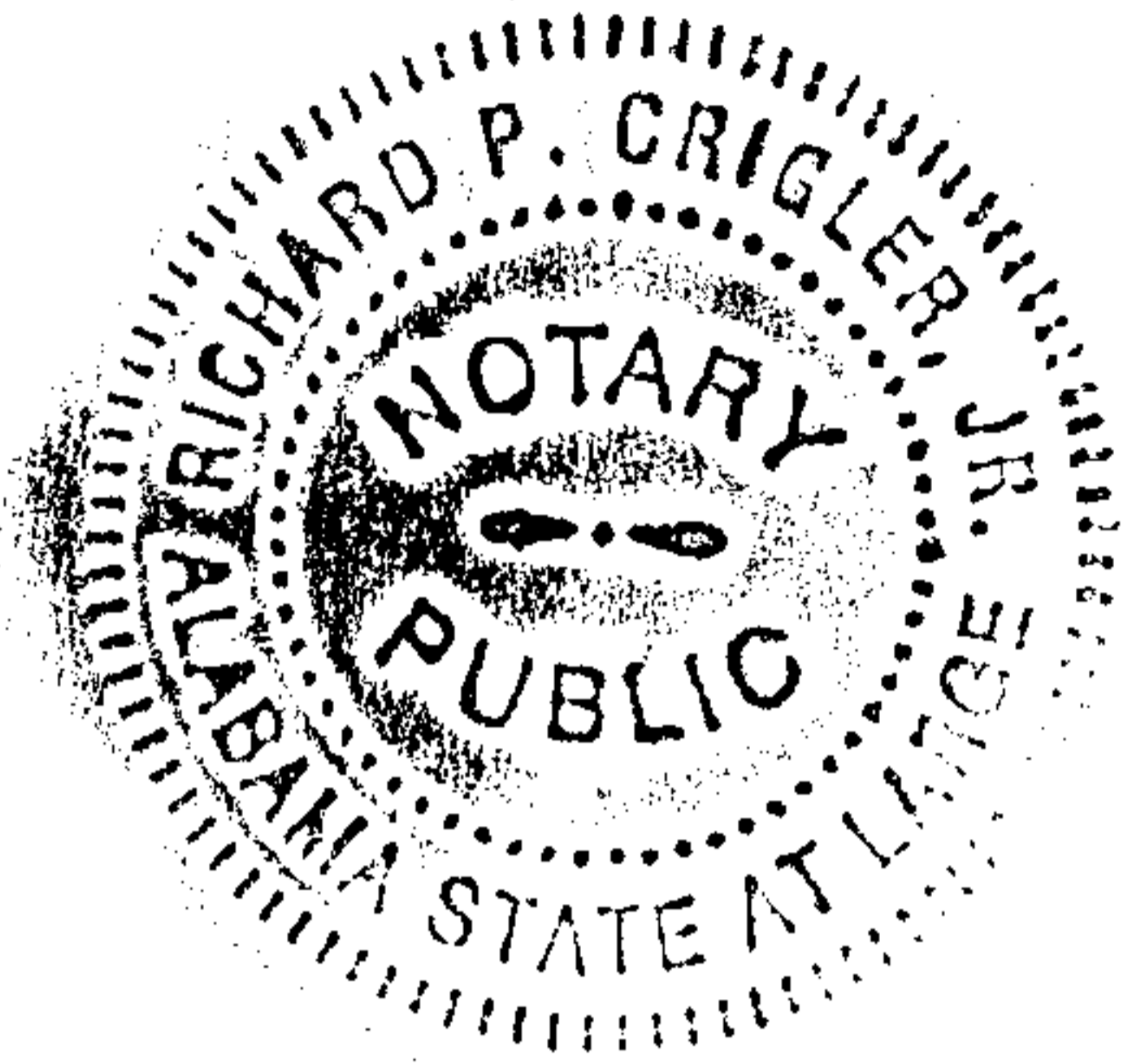
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of ALABAMA, County of SHELBY On this 28<sup>TH</sup> day of AUGUST 2012 before me the undersigned, a Notary Public in and for said State, personally appeared KORY WADE FOSTER known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that HE executed the same.

Witness my hand and official seal.  
 Notary Signature

R.P. CRIGLER, JR. Notary Public Printed Name Place Seal Here

07/14/2014 Notary Public Commission Expiration Date



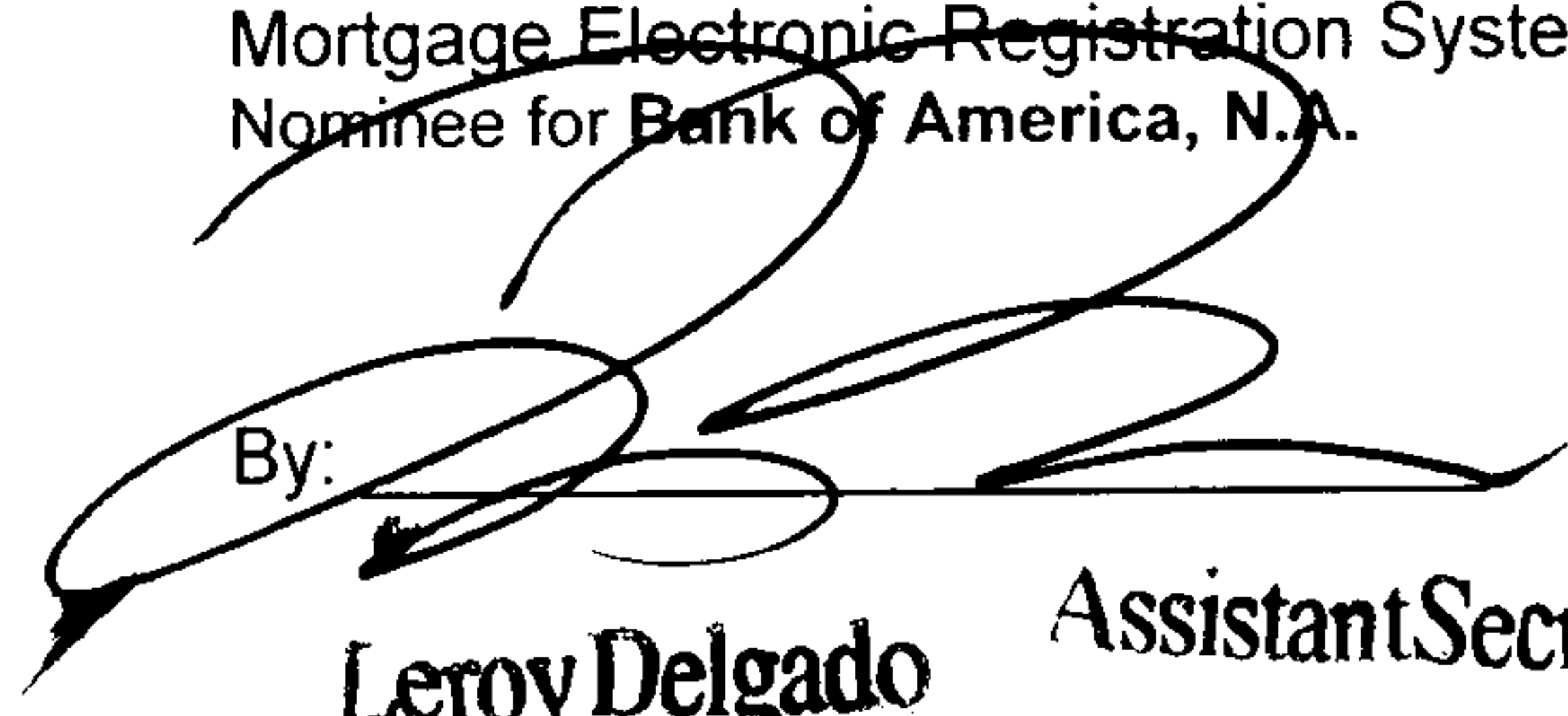
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Mortgage Electronic Registration Systems, Inc. –  
Nominee for Bank of America, N.A.

SEP 05 2012

By: 

\_\_\_\_\_ Date

**Leroy Delgado** Assistant Secretary

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_ [Space below this line for Acknowledgement] \_\_\_\_\_

STATE OF Colorado  
COUNTY OF Broomfield

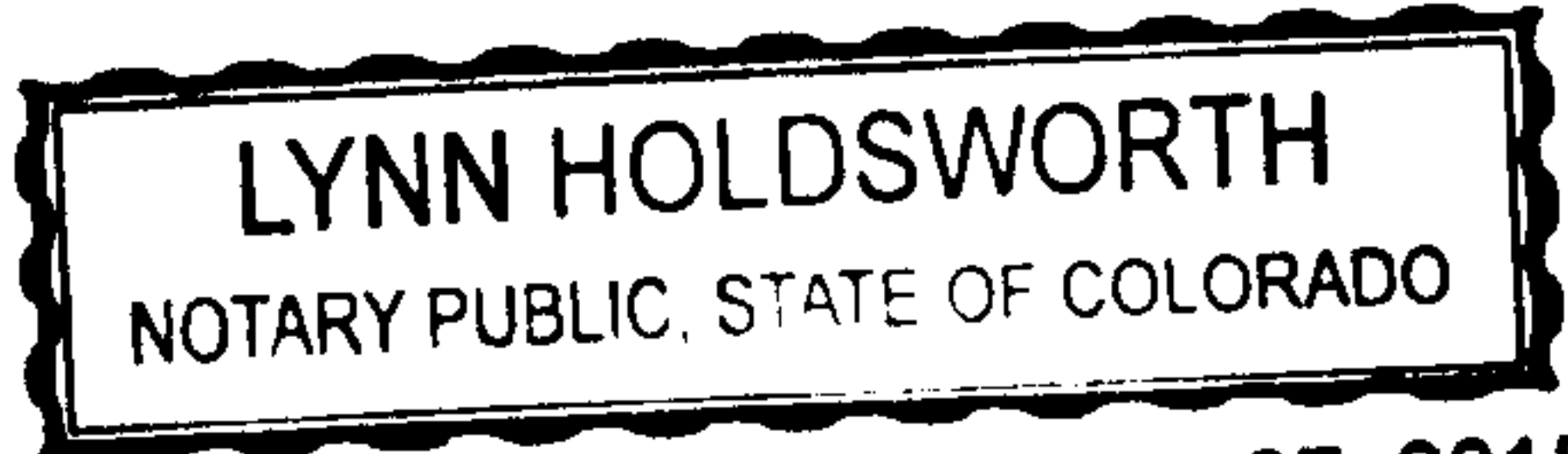
On 9/5/12 before Me, Lynn Holdsworth Notary Public, personally  
appeared Leroy Delgado personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which  
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 \_\_\_\_\_ Notary Signature

Lynn Holdsworth \_\_\_\_\_ Notary Public Printed Name Please Seal Here

12/27/15 \_\_\_\_\_ Notary Public Commission Expiration Date



My Comm. Expires December 27, 2015

Exhibit A

Legal Description

Lot 44, according to the Final Plat of Camden Cove West Sector 3, Phase 3, as recorded in Map Book 39, page 131, in the Probate Office of Shelby County, Alabama.

