

20130402000136910 1/5 \$292.05  
Shelby Cnty Judge of Probate, AL  
04/02/2013 03:14:22 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

APN # 13-5-21-2-000-001-009

NEW MONEY: \$30,254.03

This document was prepared by Bank of America, N.A. *PICK STUPKA*

1001 LIBERTY AVE SUITE 675 PITTSBURGH, PA 15222

See Exhibit B for assignments of record if applicable

Space Above for Recorder's Use

389679-13007777

# LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on January 10, 2013 between JAMES P GEORGE (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 24th of March, 2008 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 177 SAINT CHARLES DRIVE, HELENA, AL 35080.

PREV REC INFO: 03/21/2008 INST # 20080312000101910

The real property described being set forth as follows:

\* *MARRIED*

**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 seventy-eight thousand six hundred seventy-four and 3/100, (U.S. Dollars) (\$178,674.03). 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 February 1, 2043. 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.

SIGNED AND ACCEPTED THIS 31 DAY OF JAN, 2013  
BY  
[Signature] JAMES P GEORGE  
[Signature] Candace T. George  
CANDACE T. GEORGE

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)

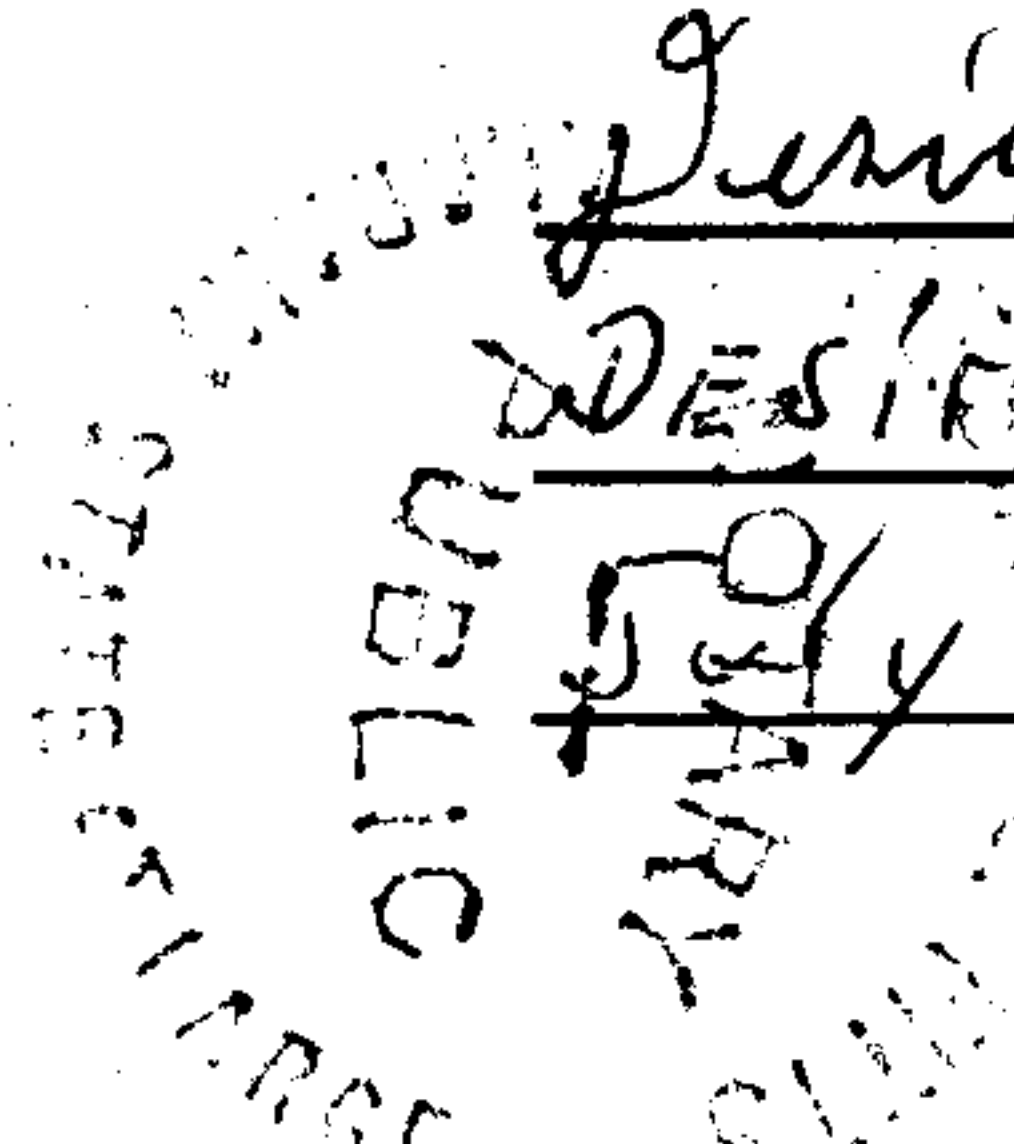
State of ALABAMA, County of SHELBY On this 31st day  
of JANUARY before me the undersigned, a Notary Public in and for said State,  
personally appeared JAMES P GEORGE known to me, or proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
foregoing instrument and acknowledged  
that HE executed the same.

Witness my hand and official seal.

[Signature] Notary Signature

DESIREE O. FITTS Notary Public Printed Name Place Seal Here

JAN 16, 2014 Notary Public Commission Expiration Date



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Shelby Cnty Judge of Probate, AL  
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As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

CO-OWNER(S)

Candace T. George  
Co-Owner(s) Signature

Date: 1/31/13

CANDACE T. GEORGE  
Co-Owner(s) Name (typed or printed)

STATE OF ALABAMA

COUNTY OF SHELBY

On 1/31/13 before me, DESIREE O. FITTS

Notary Public, personally appeared CANDACE T. GEORGE  
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 signatures(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.

Desiree O. Fitts Notary Signature

DESIREE O. FITTS Notary Public Printed Name Place Seal Here

July 6, 2014 Notary Public Commission Expiration Date



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DO NOT WRITE BELOW THIS LINE

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THIS SECTION IS FOR INTERNAL Bank of America, N.A. USE ONLY

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

By: Urban Settlement Services, LLC, its attorney in fact

By:



Dated:

FEB 19 2013

Name:

Title

**Matthew Pittman**  
**ASSISTANT SECRETARY**

[Space below this line for Acknowledgement]

STATE OF

COUNTY OF

Colorado  
Broomfield

On

2/19/13

before me,

**Lynn Holdsworth**

Notary Public, personally

appeared

Matthew Pittman

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 signatures (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.

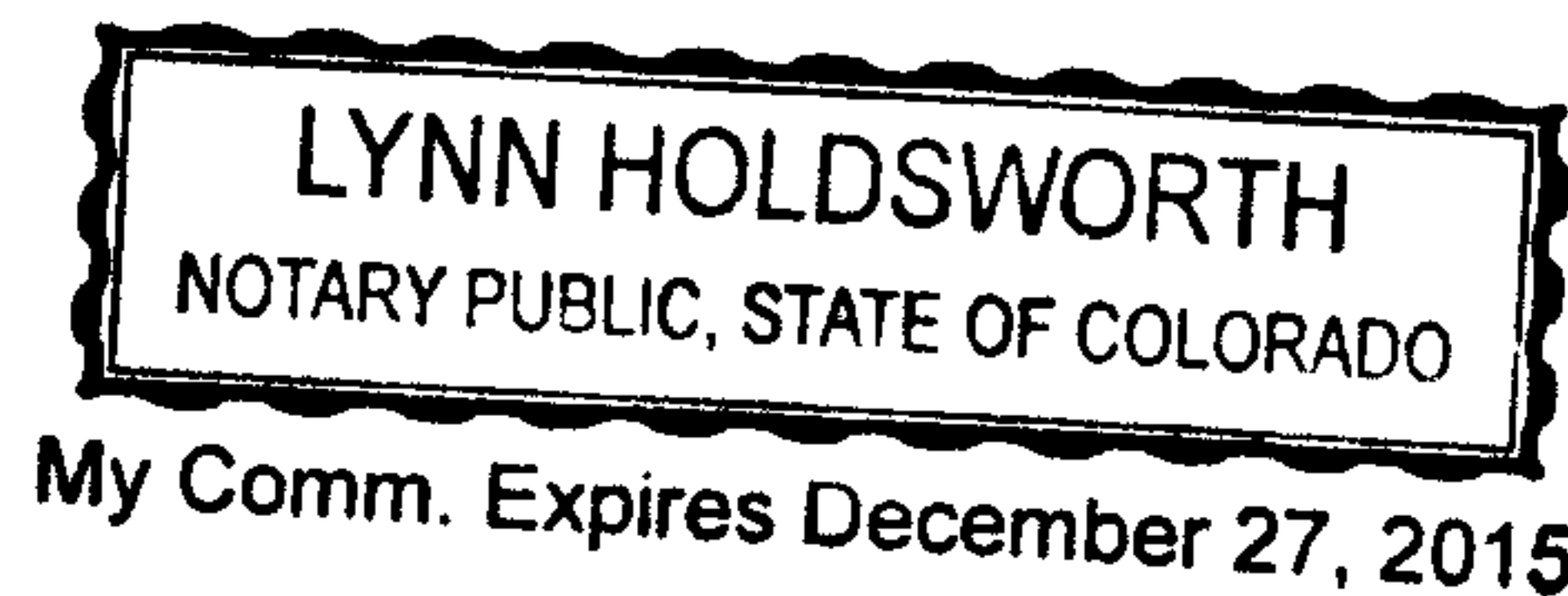
Notary Signature

**Lynn Holdsworth**

Notary Public Printed Name Place Seal Here

DEC 27 2015

Notary Public Commission Expiration Date



## EXHIBIT A

### Legal Description

LOT 20, ACCORDING TO THE SURVEY OF ST. CHARLES PLACE, PHASE II,  
SECTOR II, AS RECORDED IN MAP BOOK 20, PAGE 39, IN THE OFFICE OF  
THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.  
A.P.N.: 13-5-21-2-000-001.009

