



20130612000240820 1/7 \$259.95
Shelby Cnty Judge of Probate, AL
06/12/2013 11:47:56 AM FILED/CERT

Recording Requested by

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

ATTN - HOME RETENTION RECORDING

Bank of America, N.A.

11802 Ridge Parkway, Suite 100

Broomfield, CO 80021

Orig Mtg \$159,022.00
New Mtg \$153,290.43
New Money \$ 0

This document was prepared by Bank of America, N.A.
11802 Ridge Pkwy, Ste 100, Broomfield, Co 80021
See Exhibit B for assignments of record if applicable

437585-7777

Space Above for Recorder's Use

PREV REC. INFO: 2/12/09 INST#: 20090212000048620
LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on April 25, 2013 between CHARLES SCOTT SMITH and AMANDA SUE SMITH (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 6th of February, 2009 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 867 SAVANNAH LANE, CALERA, AL 35040.

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

MERS: 100052210008863516

"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.

MARITAL: HUSBAND AND WIFE

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 fifty-three thousand two hundred ninety and 43/100, (U.S. Dollars) (\$153,290.43). 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

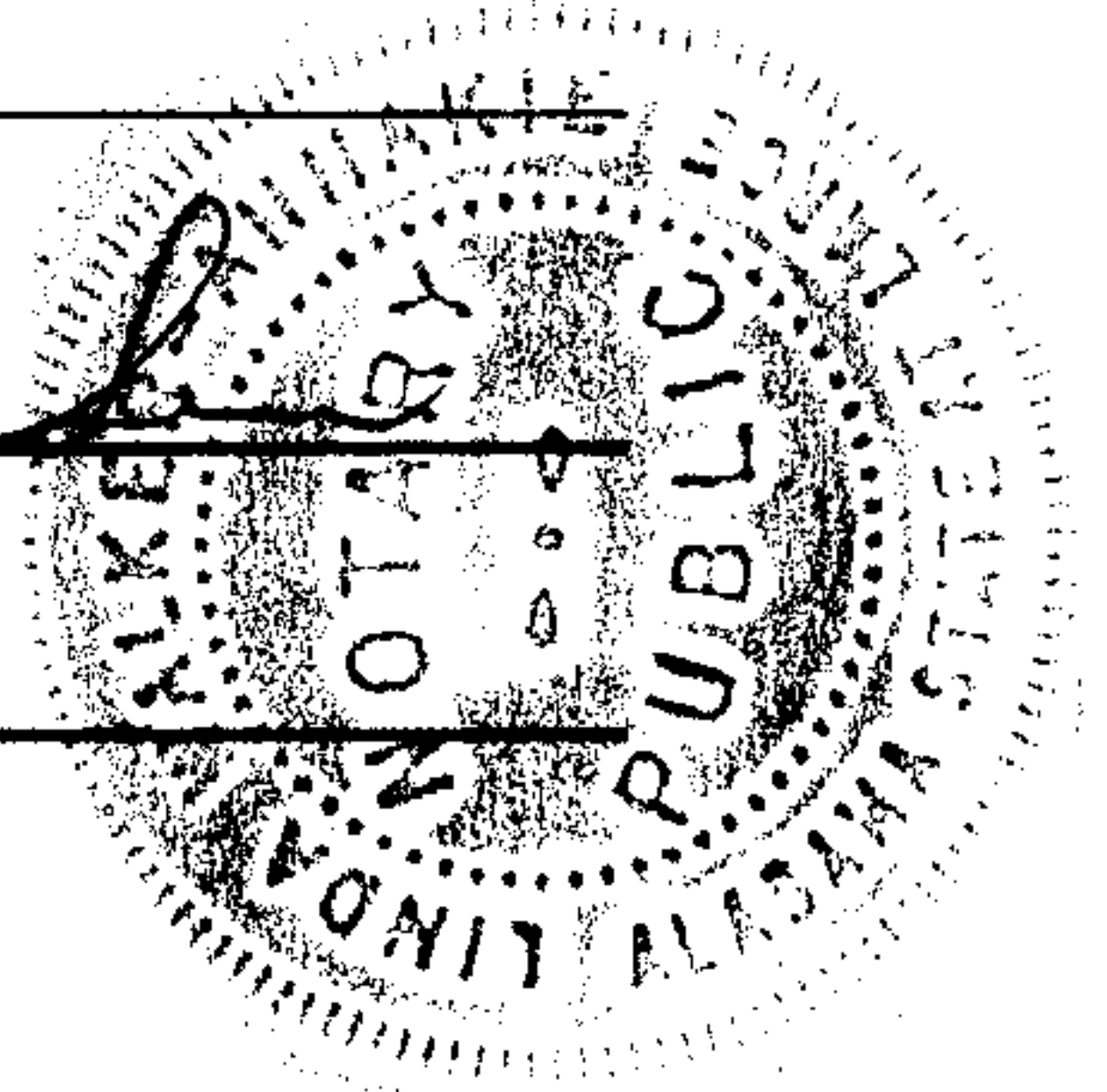
full debt, if not paid earlier, due and payable on May 1, 2043. The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security 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.

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 4th DAY OF May
BY

Charles Scott Smith
CHARLES SCOTT SMITH

Amanda Sue Smith
AMANDA SUE SMITH



Marital Status (mark one):
☐ Single ☒ Married ☐ Divorced
☐ Widowed
☐ Decline to Provide ☐ Other: _____

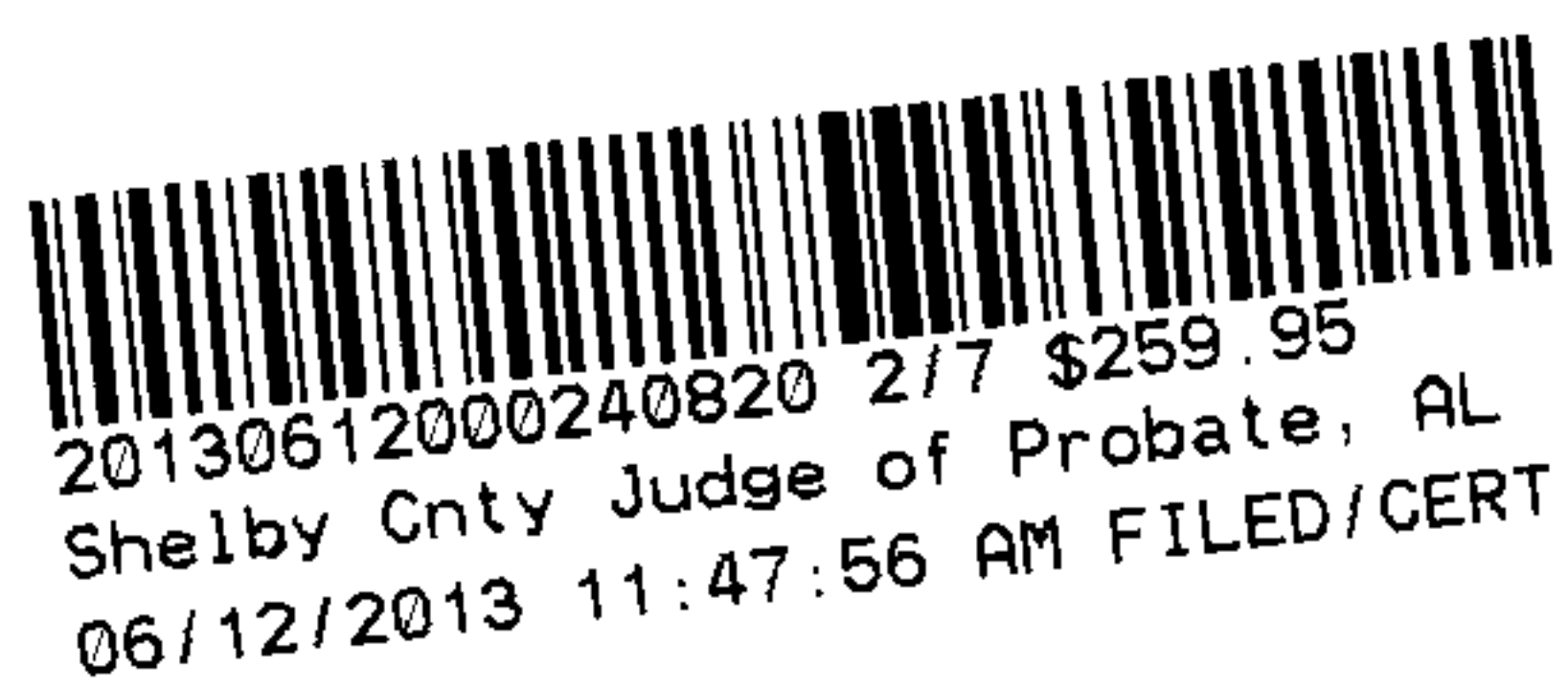
Marital Status (mark one):
☐ Single ☒ Married ☐ Divorced
☐ Widowed
☐ Decline to Provide ☐ Other: _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Alabama, County of Shelby On this 4th day
of May before me the undersigned, a Notary Public in and for said State,
personally appeared CHARLES SCOTT SMITH and AMANDA SUE SMITH 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 _____ executed the same.

Witness my hand and official seal.

Linda Williams Notary Signature

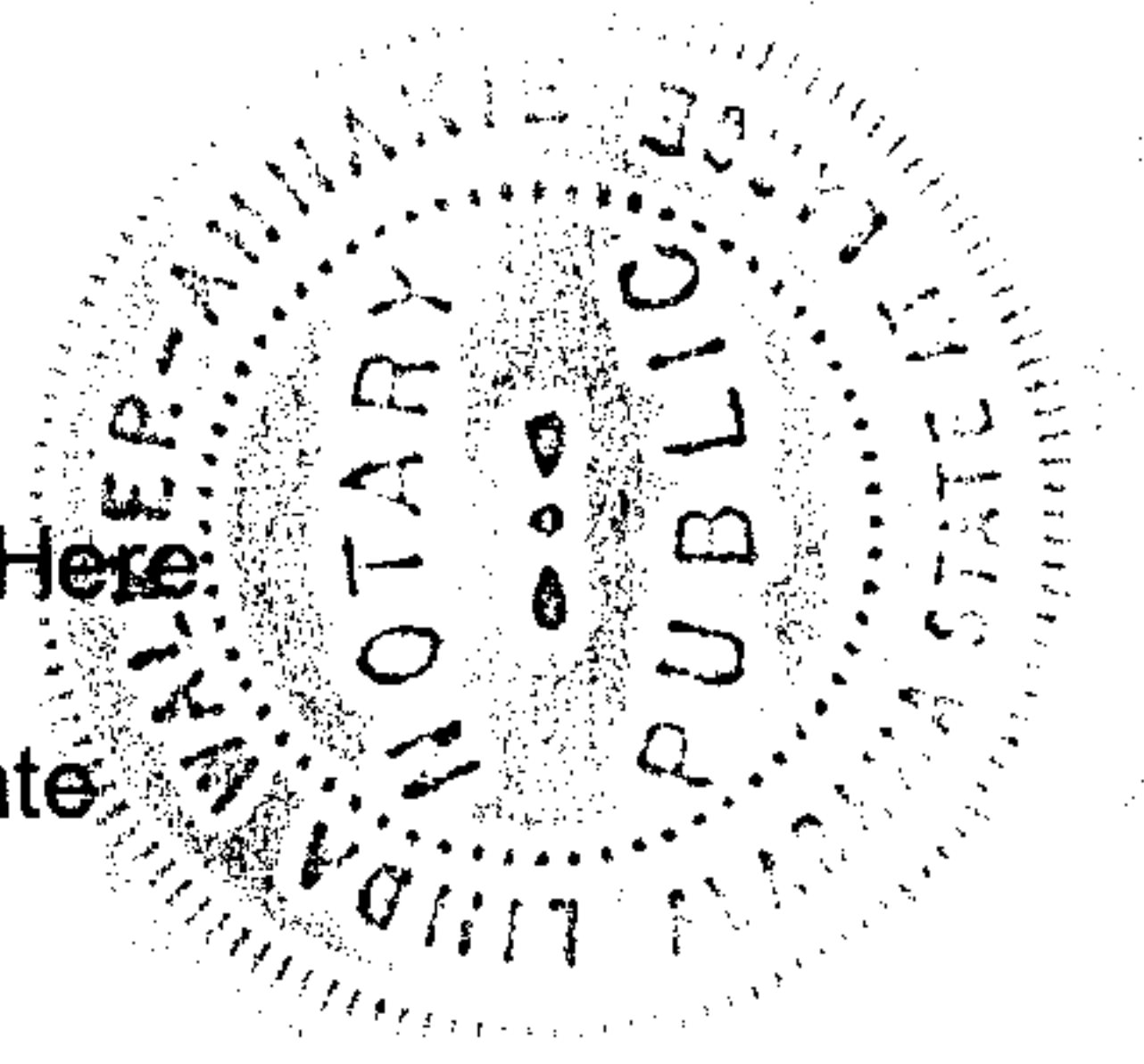


Linda Walker-Arnold

Notary Public Printed Name Place Seal Here

4/5/2015

Notary Public Commission Expiration Date



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 5, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 5, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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



CO-OWNER(S)

Charles Scott Smith
Amanda Sue Smith

Date: 5-4-13
5-4-13

Co-Owner(s) Signature

Charles Scott Smith

Amanda Sue Smith

Co-Owner(s) Name (typed or printed)

STATE OF Alabama

COUNTY OF Shelby

On May 4, 2013

before me, Linda Walker-Annakie

Notary Public, personally appeared Charles & Amanda Smith

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.

Linda Walker-Annakie

Notary Signature

Linda Walker-Annakie

Notary Public Printed Name Place Seal Here

4/5/2013

Notary Public Commission Expiration Date

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 5, 2016
RENEWED BY NOTARY PUBLIC LICENSING BOARD



DO NOT WRITE BELOW THIS LINE

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: MAY 22 2013

Name: _____

Lynn Holdsworth

Title : _____

ASSISTANT SECRETARY

_____[Space below this line for Acknowledgement]_____

STATE OF Colorado


COUNTY OF Broomfield

On 5/22/13 before me, Andre O. Bandelier Notary Public, personally

appeared **Lynn Holdsworth**

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

Andre O. Bandelier Notary Public Printed Name Place Seal Here

FEB 13 2017 Notary Public Commission Expiration Date

ANDRE O BANDELIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134000600
COMMISSION EXPIRES FEB. 13, 2017



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

By: _____

Sherry Brown

Printed Name and Title

MAY 22 2013

Date

ASSISTANT SECRETARY

_____[Space below this line for Acknowledgement]_____

STATE OF Colorado

COUNTY OF Broomfield

On 22 day of May in the year 2013 before me Andre O. Bandelier
Notary Public, personally appeared Sherry Brown
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

Andre O. Bandelier

Notary Public Printed Name Please Seal Here

FEB 13 2017

Notary Public Commission Expiration Date

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ANDRE O BANDELIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134000600
COMMISSION EXPIRES FEB. 13, 2017

Legal Description

EXHIBIT A

LOT 7, ACCORDING TO THE SURVEY OF SAVANNAH POINTE SECTOR II
PHASE IV AS RECORDED IN MAP BOOK 29, PAGE 45 IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS,
EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS,
TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD.

ADDRESS: 867 SAVANNAH LANE; CALERA, AL 35040 TAX MAP OR
PARCEL ID NO.: 22-9-31-1-004-047.000

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY



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