

Recording Requested by  
**Countrywide Home Loans, Inc.**

AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.  
1800 Tapo Canyon Road SV2-116  
Simi Valley, CA 93063  
Attn: Glenn Norihiro  
CLD Deficiency Department  
Doc ID#: **00076560402005N**

Inst # 2001-41632

09/26/2001-41632  
01:42 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 CH 21.00

Space Above for Recorder's Use

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### LOAN MODIFICATION AGREEMENT TO THE MORTGAGE

This Loan Modification Agreement (the "Agreement"), made this 9<sup>th</sup> day of **July, 2001** between **G. Wade Terry, II and Bambi C. Terry**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Countrywide"), amends and supplements that certain **Mortgage** between, **National Bank of Commerce of Birmingham, A National Banking Association**, and **G. Wade Terry, II and Bambi C. Terry, Husband and Wife** dated **November 13, 2000** and recorded on **November 21, 2000** as **Instrument Number 2000-40253**, in the Official Records of the **Shelby County, State of Alabama** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as: **110 Orangewood Circle  
Calera, AL 35040**


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

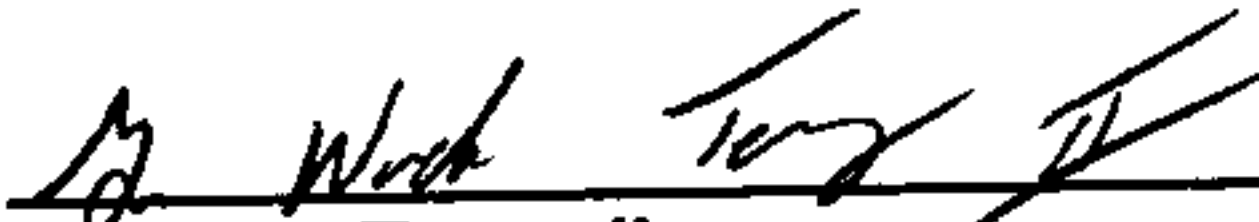
- **To correct the Maturity Date on the Mortgage from December 1, 2029 to December 1, 2030.**

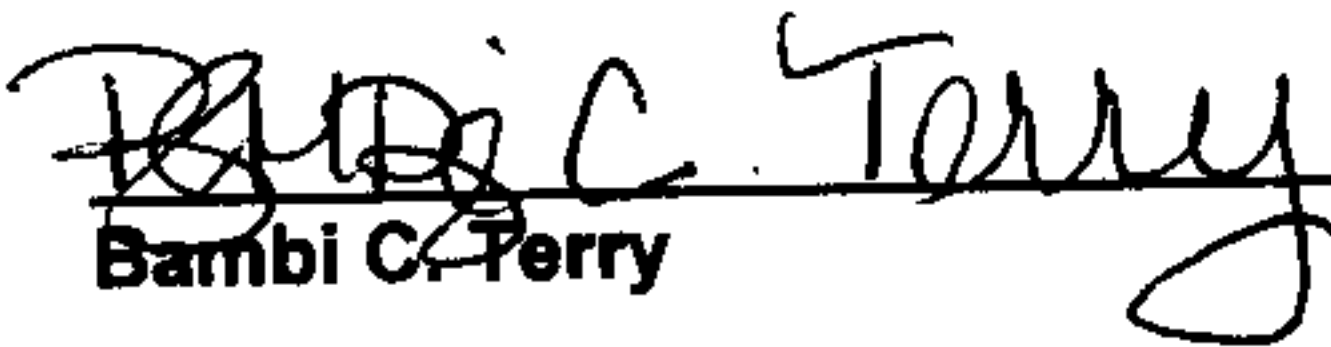
The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide 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.

**Countrywide Home Loans, Inc.**

  
\_\_\_\_\_  
By: **Steve Johnson**  
Its: **1<sup>st</sup> Vice President**

  
\_\_\_\_\_  
**G. Wade Terry, II**

  
\_\_\_\_\_  
**Bambi C. Terry**

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**



**NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 17, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

Document Prepared By:  
Countrywide Home Loans, Inc.  
1800 Tapo Canyon Road  
Simi Valley, CA 93063  
Glenn Norihiro


STATE OF Alabama )  
 )  
COUNTY OF Jefferson )

SS.

On this 29<sup>th</sup> Day of August, 2001, BEFORE ME,

Cynthia Quick Roberson, personally appeared, **G. Wade Terry, II and Bambi C. Terry**, 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 foregoing 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

  
Notary Public

(SEAL)

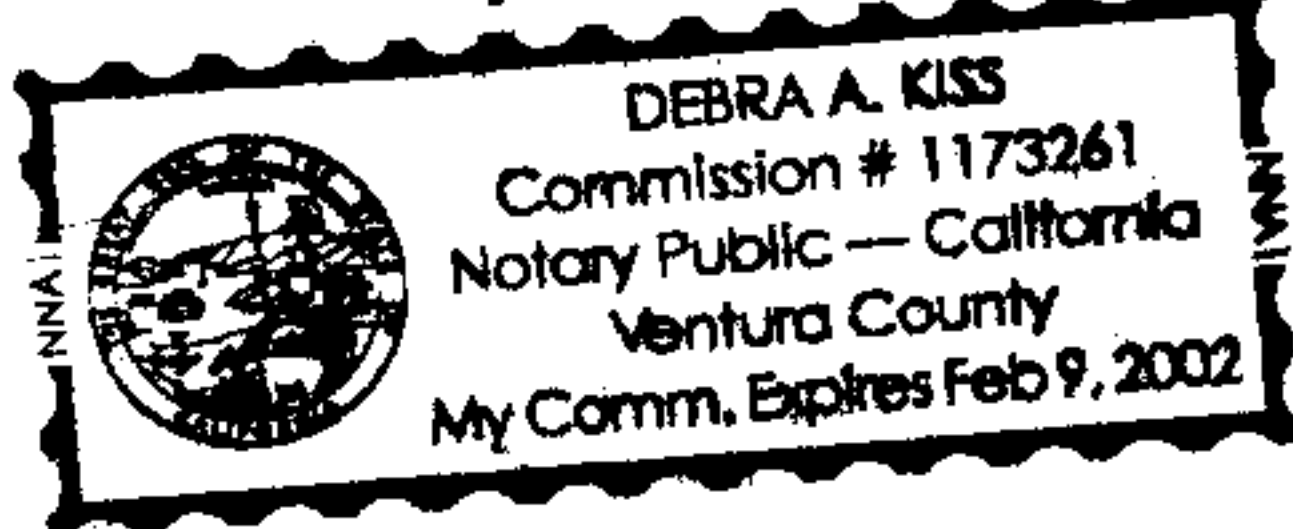
Commission Expires: 6-17-04

STATE OF CALIFORNIA )  
 )  
COUNTY OF VENTURA )

SS.

On this **9<sup>th</sup>** day of **July, 2001**, before me, Debra A. Kiss, Notary Public, personally appeared **Steve Johnson**, personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that **he** executed the same in his authorized capacity, and that by **his** signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

  
Notary Public

Commission Expires:

**February 9, 2002**

Exhibit "A"

A parcel of land situated in the Northeast one quarter of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of said Section 5 and run in a Southerly direction along the East line for a distance of 1,542.93 feet to a point on the centerline of Southern Railway (100 foot right of way); thence turn a deflection angle right of  $90^{\circ} 17' 57''$  and run in a Westerly direction along said centerline for a distance of 503.19 feet to the point of commencement of a curve to the right; said curve having a radius 2,896.98 feet, a central angle of  $7^{\circ} 42' 26''$ , a tangent distance of 134.47 feet, a deflection angle right of  $05^{\circ} 00' 20''$  to chord, a chord length of 388.06 feet; thence run along arc of said curve and along said centerline for a distance of 388.35 feet; thence turn an deflection angle right  $82^{\circ} 31' 43''$  from chord and run in a Northerly direction for a distance of 54.47 feet to the Northern most right of way of said Norfolk Southern Railway and the point of commencement of a curve to the right, also being the POINT OF BEGINNING; said curve having a radius of 2886.98 feet, a central angle of  $02^{\circ} 26' 21''$ , tangent distance of 61.46 feet, a deflection angle left  $80^{\circ} 05' 16''$  to chord and an arc length of 122.90 feet; thence run along arc of said curve and along said Northern most right of way for a distance of 122.90 feet; thence turn a deflection angle right  $81^{\circ} 07' 12''$  from chord and run in a Northerly direction for a distance of 203.13 feet to the Southern most right of way line of Orangewood Circle (40 foot right of way); thence turn a deflection angle right  $68^{\circ} 48' 01''$  and run in a Northeasterly direction along said Southern most right of way line for a distance of 125.00 feet; thence turn a deflection angle right  $110^{\circ} 10' 04''$  and run in a Southerly direction for a distance of 267.33 feet to the POINT OF BEGINNING.

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