

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: **REGINA MARTINEZ**
CLD Deficiency Department
DOC. ID#: **000496165252005N**

Prepared by: Regina Martinez

Space Above for Recorder's Use

**LOAN MODIFICATION AGREEMENT TO THE
MORTGAGE (HOME EQUITY LINE OF CREDIT)**

This Loan Modification Agreement (the "Agreement"), made this **11th** day of **January , 2005** between **MAHMOOD SHABANI, AND MAHNAZ JAHANBAKHS SHABANI** , (the "Borrowers") and **Countrywide Home Loans, Inc.** , ("Lender"), amends and supplements that certain **MORTGAGE (HOME EQUITY LINE OF CREDIT)** between, **COUNTRYWIDE BANK, A DIVISION OF TREASURY BANK, N.A.** , and **MAHMOOD SHABANI, AND HIS WIFE, MAHNAZ JAHANBAKHS SHABANI** , dated **January 30, 2004** and recorded on **February 06, 2004** as **Instrument Number 20040206000063180** 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:

**4134 EAGLE POINT DRIVE
BIRMINGHAM, AL 35242**

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

- **TO ADD THE DECLARATION VERBIAGE OF "THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY", TO PAGE 2 OF THE PUD RIDER**

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 Home Loans, Inc. 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 second lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

STATE OF Alabama

COUNTY OF Jefferson

On this 8th Day of February 2005, BEFORE ME,

Michael Shabani
(Notary Public)

personally appeared, **MAHMOOD SHABANI, AND MAHNAZ JAHANBAKHSH SHABANI**, 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

Michael Shabani
Notary Public

(SEAL)

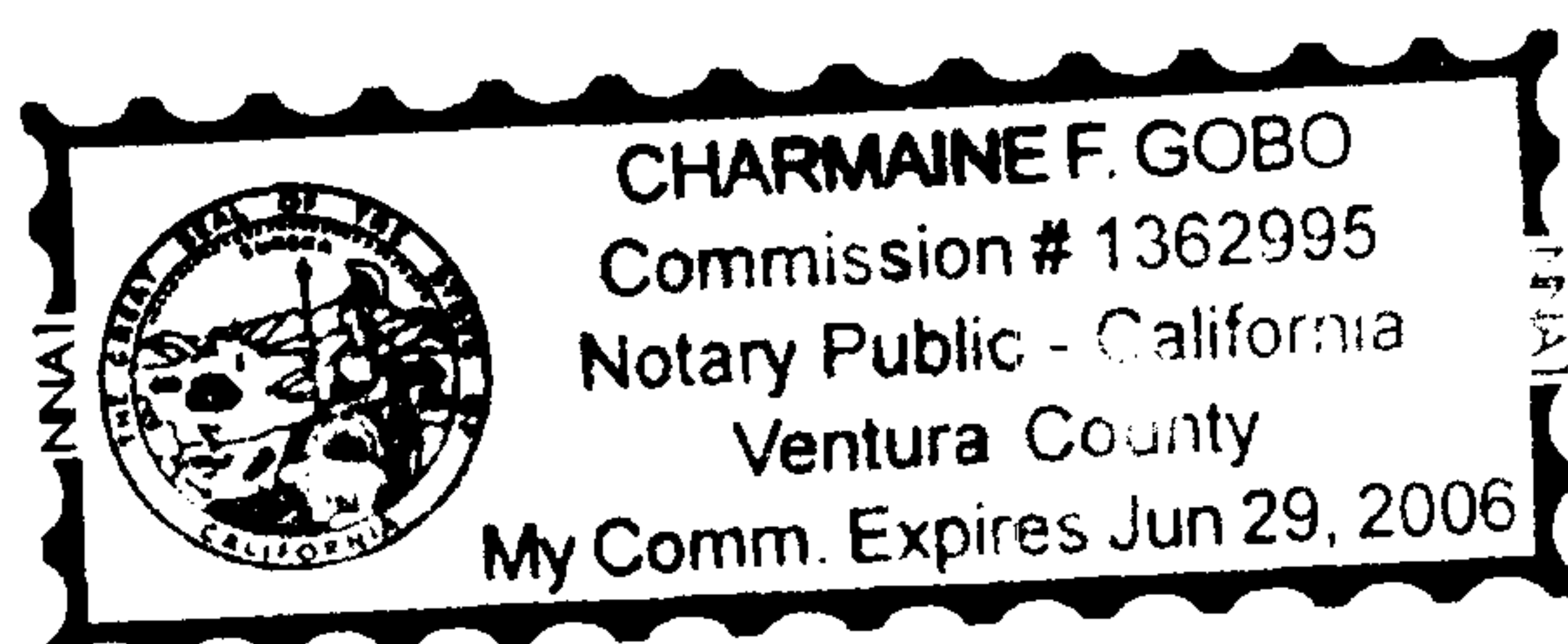
Commission Expires: _____

STATE OF CALIFORNIA

COUNTY OF VENTURA

On this 23 day of Feb 2005, before me, **Charmaine F. Gobo**, Notary Public, personally appeared **Jennifer Guidicessi**, **Assistant Vice President** for Countrywide Home Loans, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



Charmaine F. Gobo
Notary Public

Commission Expires: 6/29/06

(SEAL)

June 29, 2006

Countrywide Home Loans, Inc.

Jennifer Guidicessi
By: **Jennifer Guidicessi**
Its: **Assistant Vice President**

Mahmood M. Shabani
MAHMOOD SHABANI

Mahnaz Jahanbakhsh
MAHNAZ JAHANBAKHS SHABANI

(ALL SIGNATURES MUST BE ACKNOWLEDGED)