

20050727000376240 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
07/27/2005 10:25:59AM FILED/CERT

Recording Requested by
Countrywide Bank, a Division of Treasury Bank, N.A.

AND WHEN RECORDED MAIL TO:

Countrywide Bank, a Division of Treasury Bank, N.A.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Attn: **M.J. KUSEL**
CLD Deficiency Department
DOC. ID#: **000497111522005N**

Space Above for Recorder's Use

Prepared By MJ Kusel

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

This Loan Modification Agreement (the "Agreement"), made this **28th** day of **January**, **2005** between **MOLLY G WARING, AND WILLIAM H WARING III**, (the "Borrowers") and **Countrywide Bank, a Division of Treasury Bank, N.A.**, ("Lender"), amends and supplements that certain **MORTGAGE (HOME EQUITY LINE OF CREDIT)** between, **COUNTRYWIDE BANK, A DIVISION OF TREASURY BANK, N.A.**, and **MOLLY G WARING, AND WILLIAM H WARING III, WIFE AND HUSBAND AS JOINT TENANTS**, dated **January 30, 2004** and recorded on **February 02, 2004** as **Instrument Number 20040202000053060** 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:

**255 CHADWICK LANE
HELENA, AL 35080**

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**
- **TO ADD THE BORROWER'S ACKNOWLEDGEMENT ON THE CORRECTION MADE ON PG 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 Bank, a Division of Treasury Bank, 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 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.



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Countrywide Bank, a Division of Treasury Bank, N.A.


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



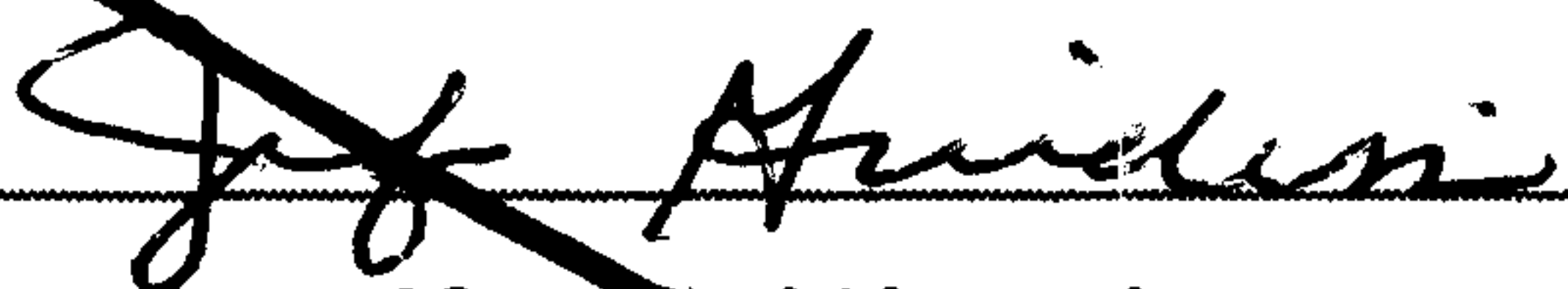
MOLLIE G WARING

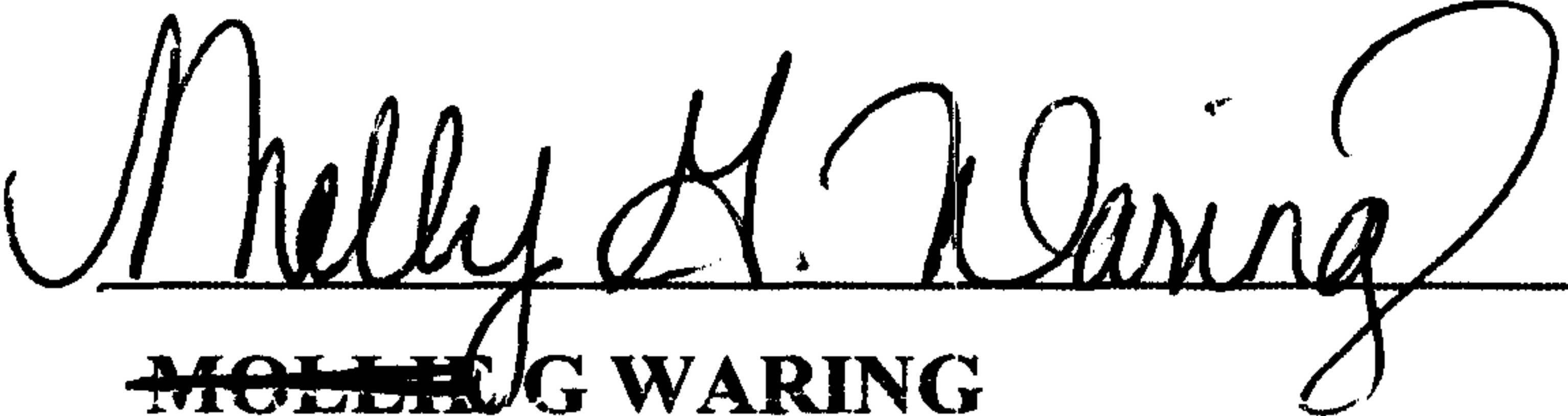


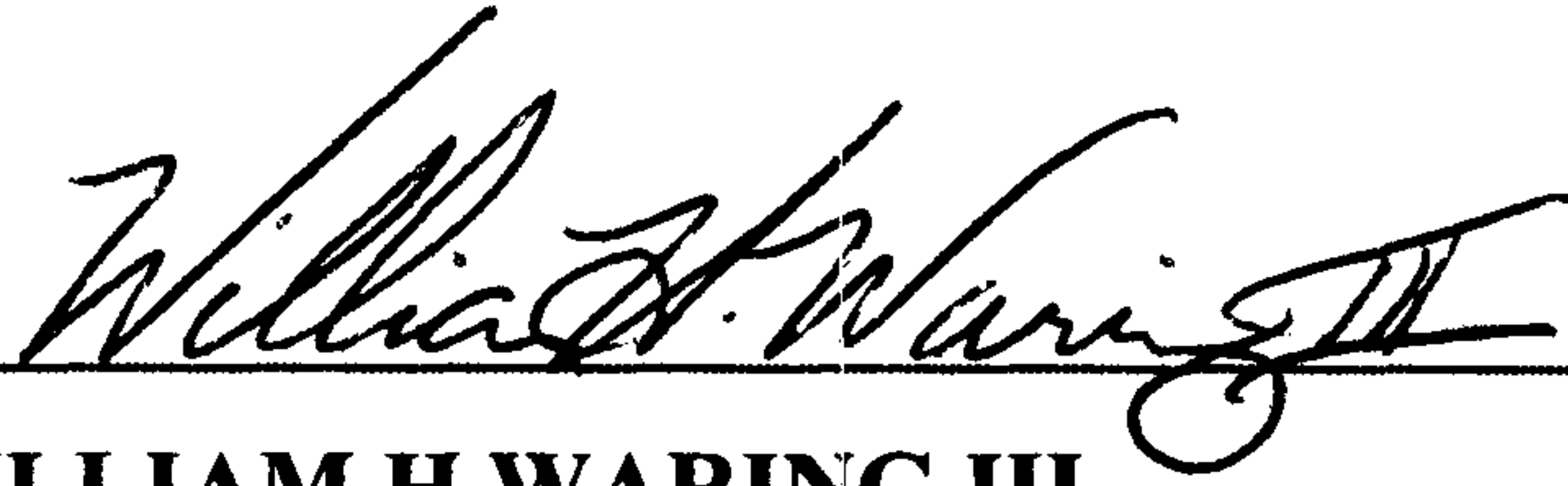
WILLIAM H WARING III

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

Countrywide Home Loans, Inc.


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


~~MOLLY~~ G WARING
MOLLY


WILLIAM H WARING III

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Alabama

COUNTY OF Jefferson

On this 14th Day of March 2005, BEFORE ME,

Teresa S. Mauldin
(Notary Public)

personally appeared, ~~MOLLY~~ **MOLLY G WARING, AND WILLIAM H WARING III**, 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

Teresa S. Mauldin
Notary Public

(SEAL)

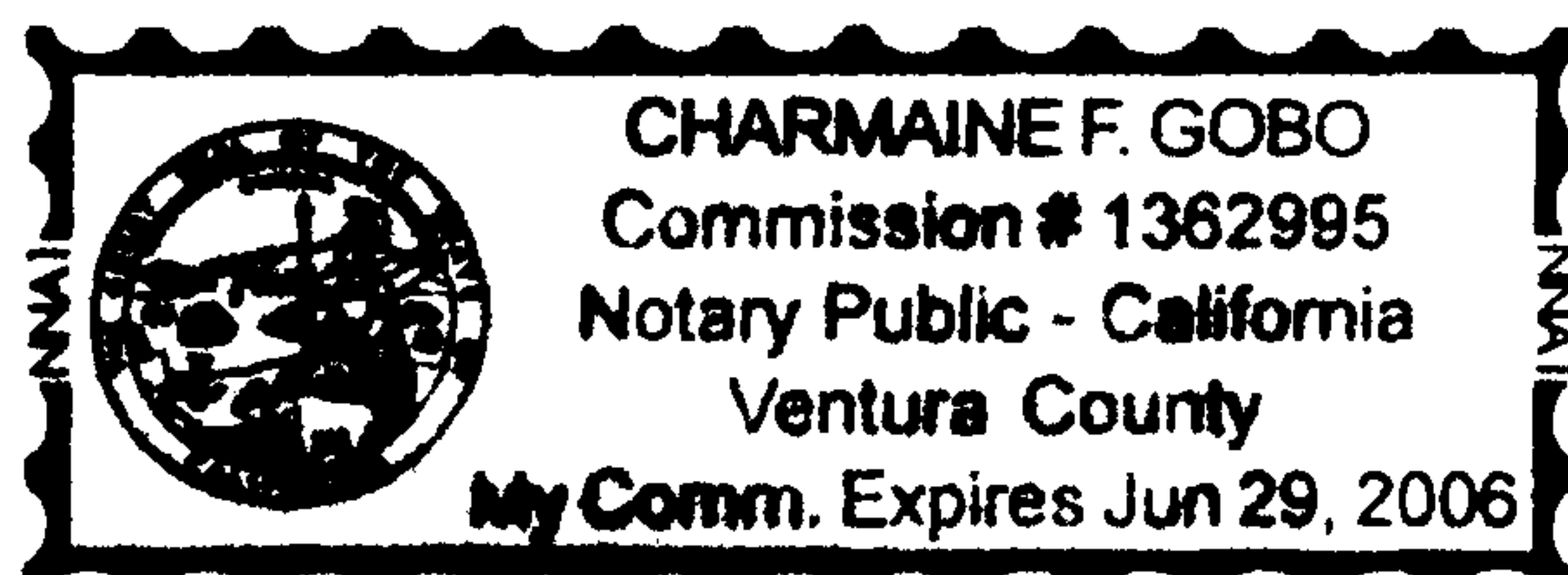
Commission Expires: 07/21/2006

STATE OF CALIFORNIA

COUNTY OF VENTURA

On this 16 day of July 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.



(SEAL)

Charmaine F. Gobo
Notary Public

Commission Expires: 6/29/06

June 29, 2006