


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: **BRYAN KOOBIE**
CLD Deficiency Department
DOC. ID#: **000328681752005N**

Prepared by Bryan Koobie


20050906000457840 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
09/06/2005 12:57:54PM FILED/CERT

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 **5th** day of **April**, **2005** between **STEVEN R HARVILLE, AND KIMBERLY H HARVILLE**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Lender"), amends and supplements that certain **MORTGAGE (HOME EQUITY LINE OF CREDIT)** between, **COUNTRYWIDE HOME LOANS, INC.**, and **STEVEN R HARVILLE, AND KIMBERLY H HARVILLE, HUSBAND AND WIFE.**, dated **August 18, 2003** and recorded on **August 27, 2003** as **Instrument Number 20030827000568910** 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:

**476 BENTMOOR WAY
HELENA, AL 35080**

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

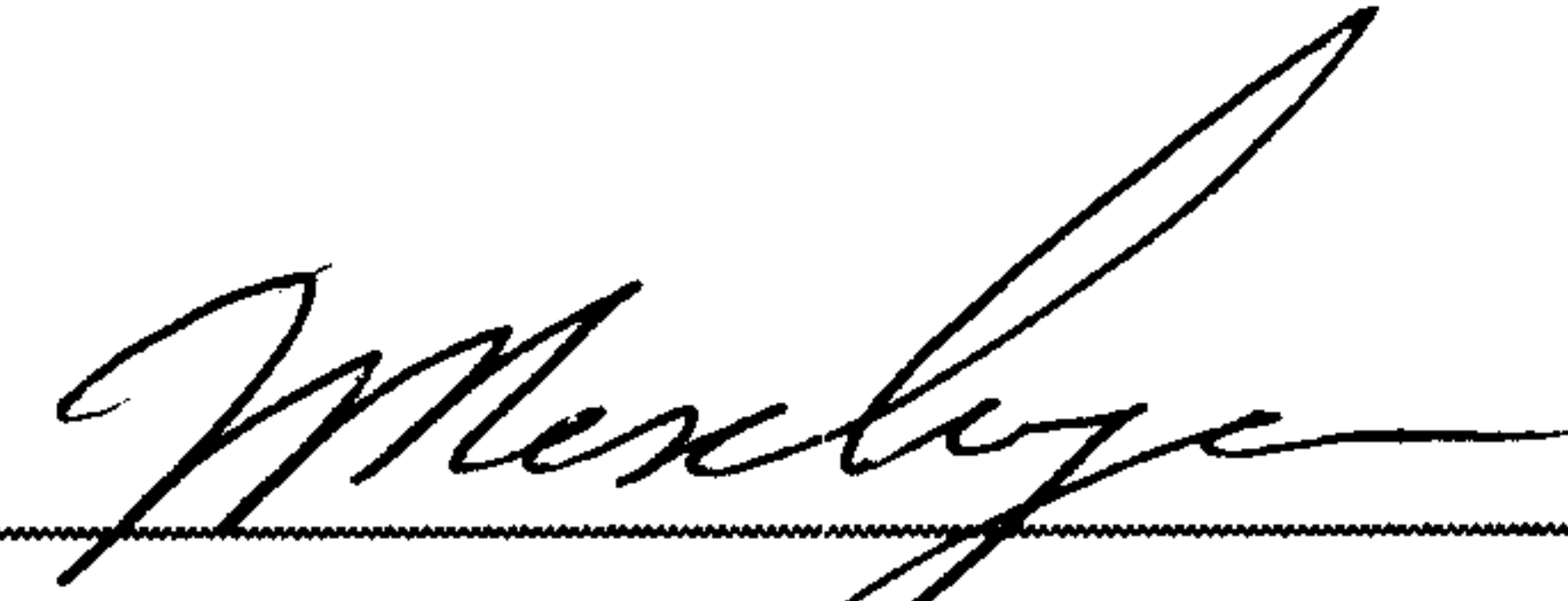
- **TO ADD THE DECLARATION VERBIAGE OF "THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY";, TO PAGE 2 OF THE PUD RIDER**
- **TO ADD BORROWER INITIALS TO CORRECTION MADE ON PAGE 2 OF 5 OF THE MORTGAGE.**

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.

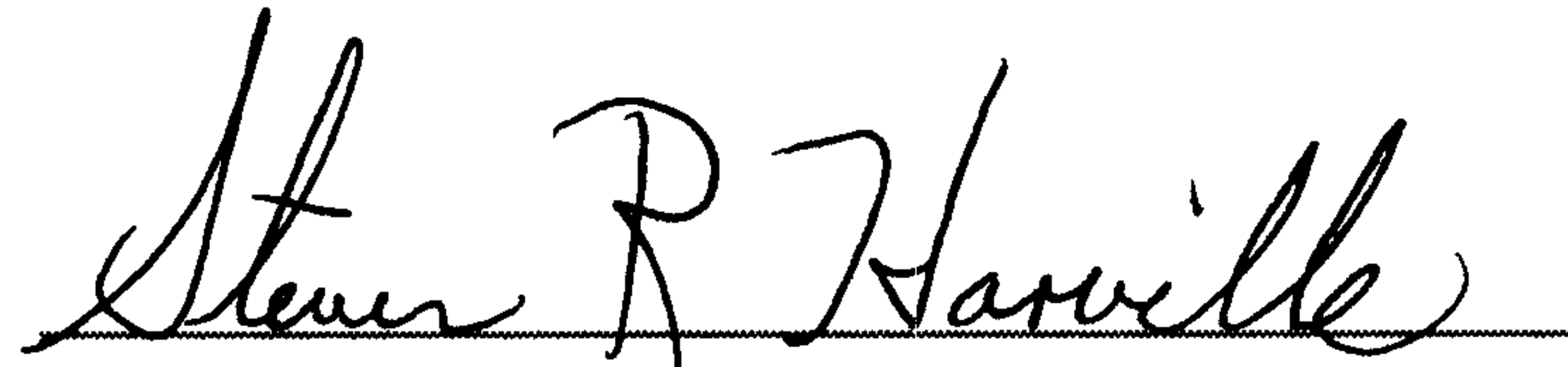
Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Home Loans, Inc. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain 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.

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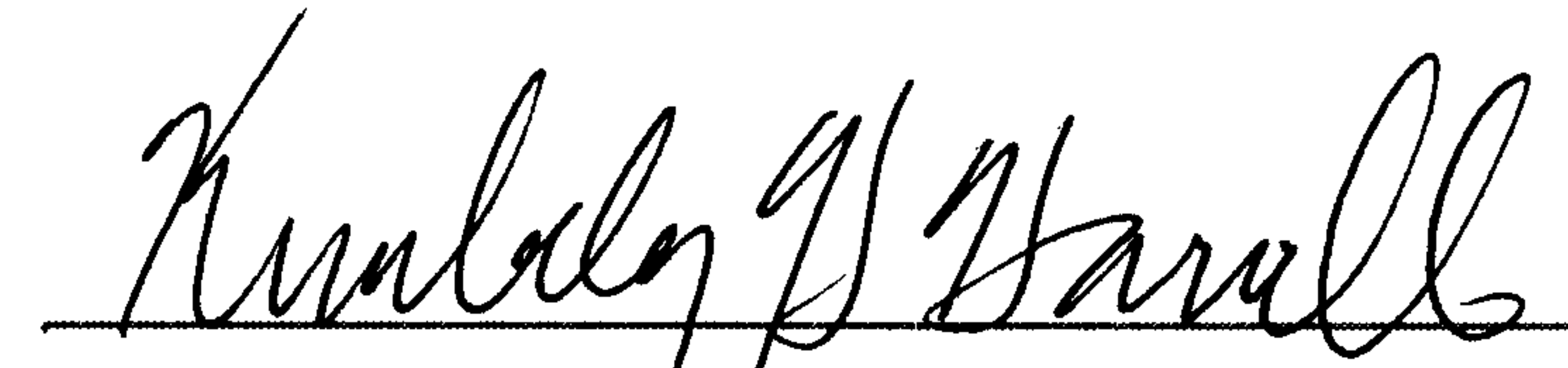
Countrywide Home Loans, Inc.



By: **Tony Meschyan**
Its: **1st Vice President**



STEVEN R HARVILLE



KIMBERLY H HARVILLE

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Alabama)
COUNTY OF Jefferson) SS.
)

On this 5th Day of July 2005, BEFORE ME,
Jennifer S. Mindler,
(Notary Public)

personally appeared, **STEVEN R HARVILLE, AND KIMBERLY H HARVILLE**, 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

Jennifer S. Mindler
Notary Public

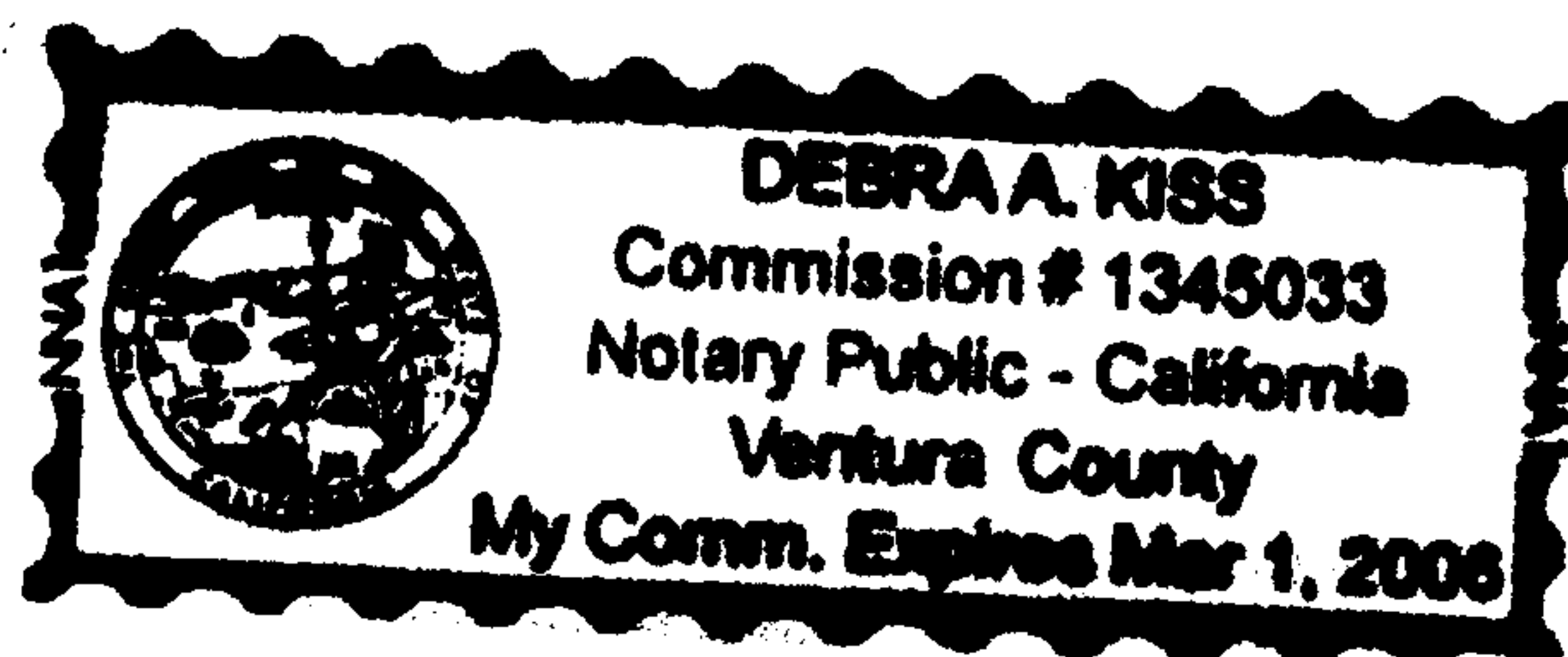
(SEAL)

Commission Expires: 7/19/05

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.
)

On this 28th day of August 2005, before me, **Debra A. Kiss**, Notary Public, personally appeared **Tony Meschyan**, **1st 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)

Debra A. Kiss
Notary Public

Commission Expires: _____

March 01, 2006