

Recording Requested by
Countrywide Bank, N.A.

20051025000555240 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
10/25/2005 03:43:56PM FILED/CERT

AND WHEN RECORDED MAIL TO:

Countrywide Bank, N.A.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Attn: **ROBERTA JAMES POLK**
CLD Deficiency Department
DOC. ID#: **000565422652005N**

Proposed by Roberta Polk

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 **8th** day of **September**, **2005** between **JOSEPH THOMAS, AND MARY E THOMAS**, (the "Borrowers") and **Countrywide Bank, N.A.**, ("Lender"), amends and supplements that certain **MORTGAGE(HOME EQUITY LINE OF CREDIT)** between, **COUNTRYWIDE BANK, A DIVISION OF TREASURY BANK, NA.**, and **JOSEPH THOMAS, AND MARY E THOMAS**, dated **May 27, 2004** and recorded on **June 11, 2004** as **Instrument Number 20040611000316850** 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:

**1467 HIGHLAND LAKES TRAIL
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**
- **TO ADD THE BORROWERS INITIALS TO THE CORRECTION TO PAGE 2 PUD RIDER**

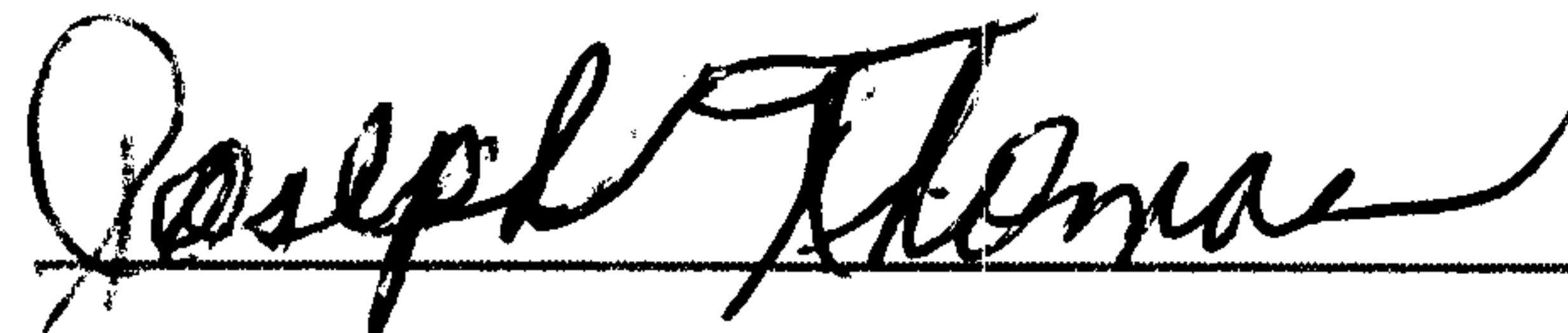
The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

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

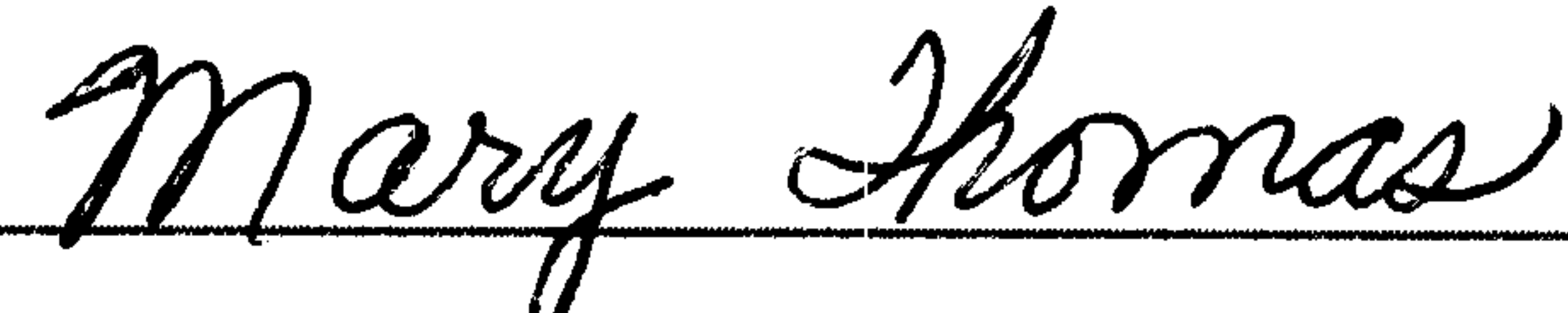
Countrywide Bank, N.A.



By: Alan Sjolander
Its: Assistant Vice President



JOSEPH THOMAS



MARY E THOMAS

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



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STATE OF Alabama)
COUNTY OF Shelby) SS.
)

On this 17th Day of September 2005, BEFORE ME,

Cathy Ingram
(Notary Public)

personally appeared, **JOSEPH THOMAS , AND MARY E THOMAS**, 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

Cathy Ingram
Notary Public

CATHY INGRAM
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
July 25, 2009

(SEAL)

Commission Expires:

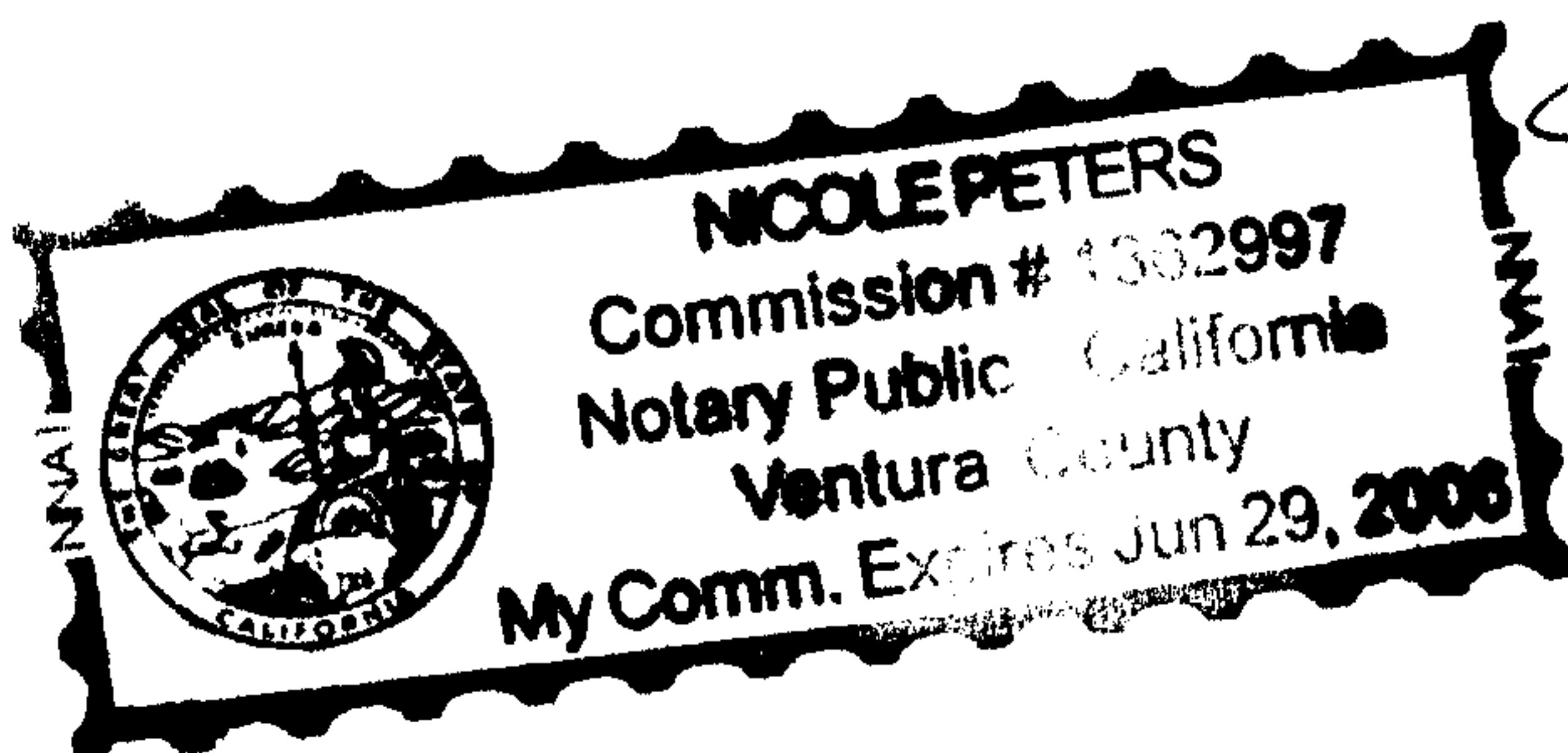
CATHY INGRAM
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
July 25, 2009

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.
)

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On this 17 day of Oct 2005, before me, **Nicole Peters**, Notary Public, personally appeared **Alan Sjolander** , Assistant Vice President for Countrywide Bank, N.A. , 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)

Nicole Peters
Notary Public

Commission Expires: _____

June 29, 2006