

Recording Requested by  
**Countrywide Bank, N.A.**

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

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

**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 CONVENANTS, 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**

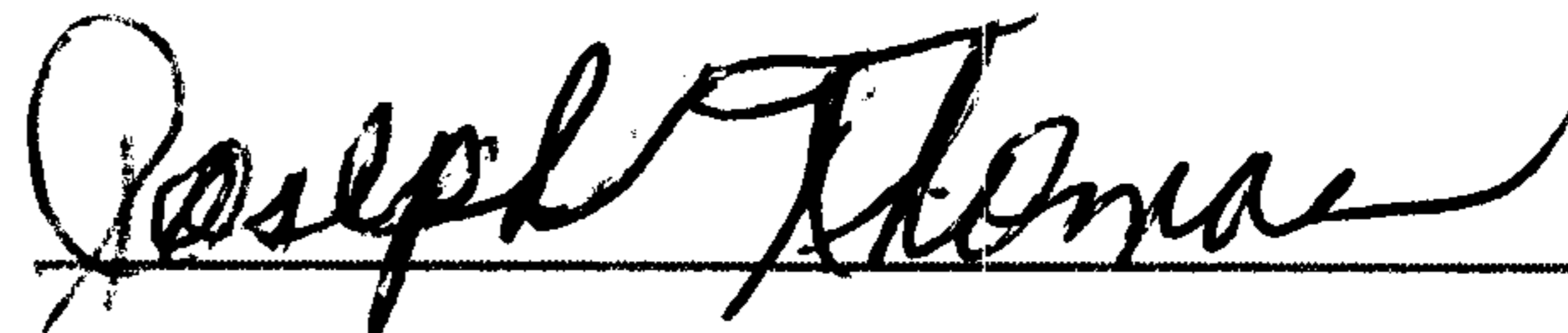
The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

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.

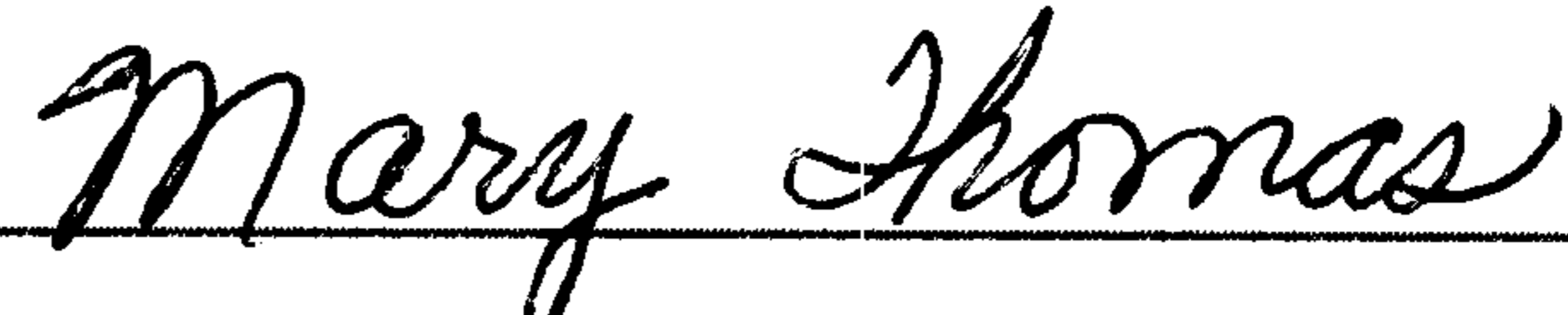
Countrywide Bank, N.A.



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 17<sup>th</sup> 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:

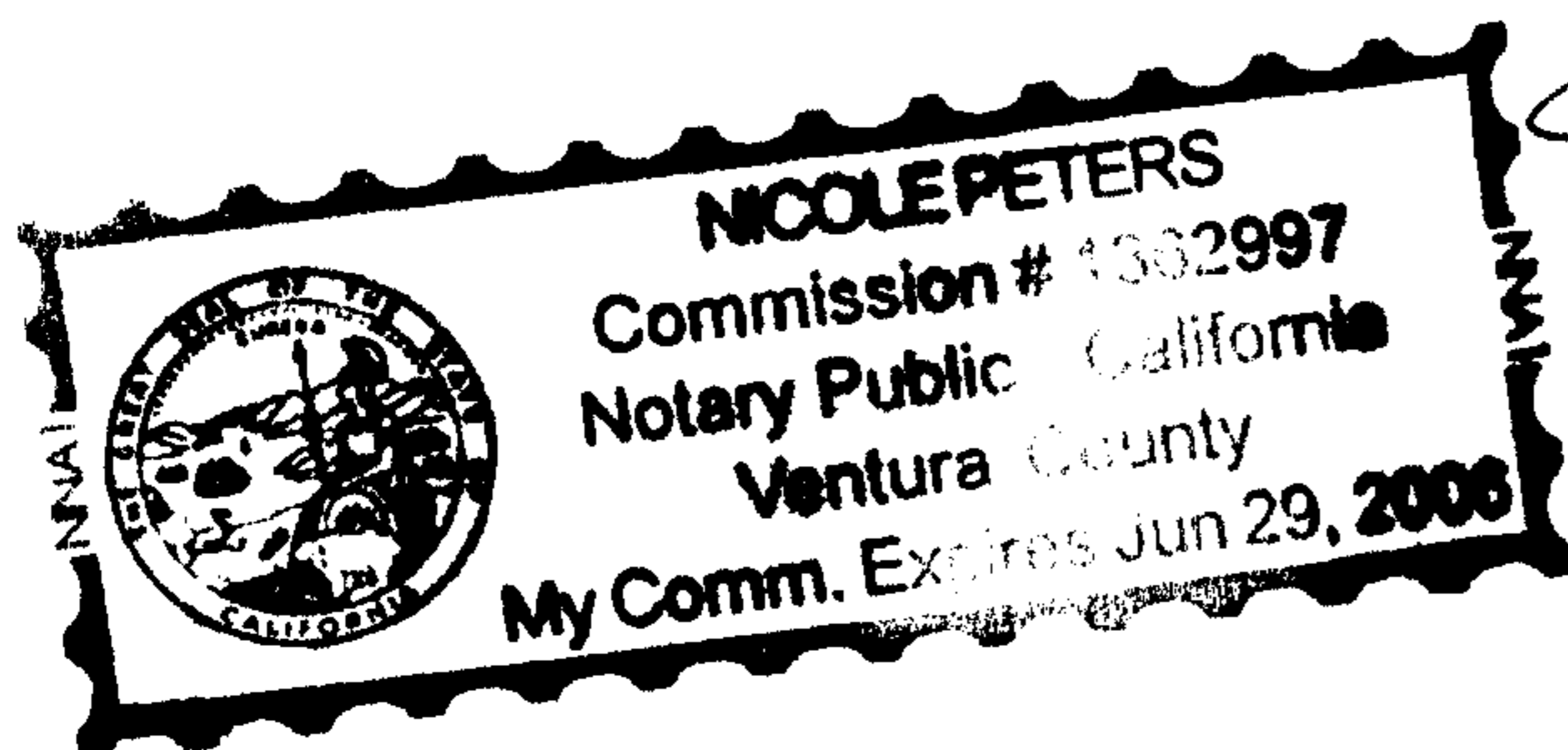
CATHY INGRAM  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
July 25, 2009

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.



Nicole Peters  
Notary Public

Commission Expires: \_\_\_\_\_

(SEAL)

June 29, 2006