

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

Prepared by: MOLLY M BRADLEY

CLD Deficiency Department DOC. ID#: 0001011168132005N

Space Above for Recorder's Use

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

MIN#: 100133700006452695

This Loan Modification Agreement (the "Agreement"), made this 2nd day of December, 2005 between HUI CHEN, AND JING CHEN, HUSBAND AND WIFE, (the "Borrowers") and Countrywide Bank, N.A., ("Lender") and Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements that certain MORTGAGE (HOME EQUITY LINE OF CREDIT) dated May 13, 2005 and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) and recorded on May 07, 2005 as Instrument Number 20050607000274810 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:

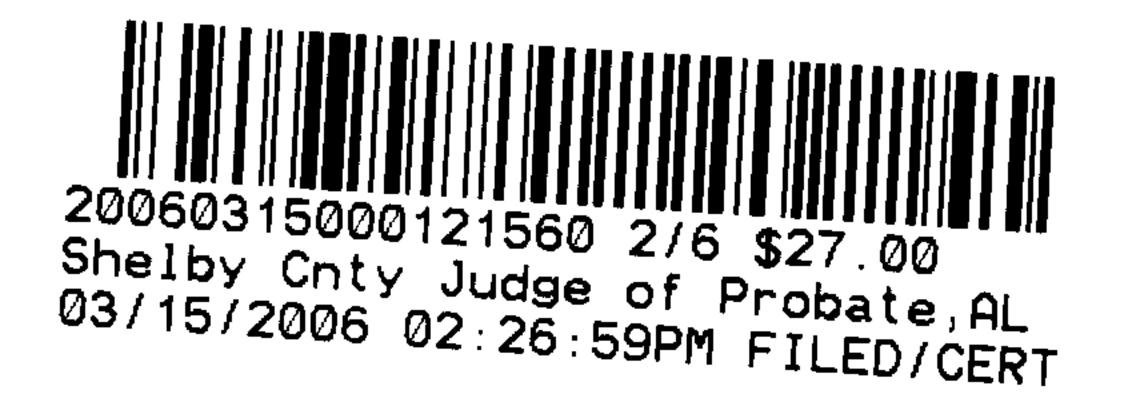
4333 CROSSINGS PLACE BIRMINGHAM, AL 35242

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 AFFECTS 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 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: Jenniger Guidicessi lts: Assistant Vice President

Mortgage Electronic Registration Systems, Inc.

By: Jennifer Guidicessi lts: Assistant Vice President

HUI CHEN

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

JING CHEX

20060315000121560 3/6 \$27.00 Shelby Cnty Judge of Probate, AL 03/15/2006 02:26:59PM FILED/CERT

Countrywide Bank, N.A.

By: Alan Sjølander lts: Assistant Vice President

Mortgage Electronic Registration Systems, Inc.

By: Alan Sjølander lts: Assistant Vice President

HUI CHEN

JING CHEN

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

| STATE OF . | | |
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| COUNTY OF | |) SS.) |
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| On this | Day of | 2006 , BEFORE ME, |
| | | |
| (Not | ary Public) | |
| basis of satisfactory e instrument, and acknown capacity(ies), and that | vidence to be the person(s) voledged to me that he/she/t | CHEN, personally known to me OR proved to me on the whose name(s) is/are subscribed to the foregoing hey executed the same in his/her/their authorized on the instrument the person(s), or the entity upon instrument. |
| WITNESS MY HAN | D AND OFFICIAL SEAL | |
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| | \overline{N} | otary Public |
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| | , C | ommission Expires: |
| (SEA | LL) | |
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| STATE OF CALIFO | RNIA) | |
| COUNTY OF VENT | TURA: (Continuation of the second of the se | |
| to me to be the perso executed the same in | n whose name is signed to the his/her authorized capacity, | Rory Alexander tyle Allister, Notary Public, personally resident for Countrywide Bank, N.A., personally known he within instrument and acknowledged to me that he/she and that by his/her signature on the instrument the acted, executed the instrument. |
| WITNESS MY HAN | ID AND OFFICIAL SEAL. | |
| AND THE PARTY OF T | L. GLENN Commission # 1458514 Notary Public - California & Ventura County Count | Notary Public Commission Expires: 12.23.07 |
| | (SEAL) | November 08, 2009 |

| STATE OF H | |
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| COUNTY OF St. Clair |) 55. |
| On this Day of John (Notary Public) | 2005, BEFORE ME, |
| personally appeared, HUI CHEN, AND JING CH basis of satisfactory evidence to be the person(s) whinstrument, and acknowledged to me that he/she/they capacity(ies), and that by his/her/their signature(s) or behalf of which the person(s) acted, executed the instrument. | y executed the same in his/her/their authorized the instrument the person(s), or the entity upon |
| WITNESS MY HAND AND OFFICIAL SEAL | |
| | Ledw Dlocoty ary Public |
| (SEAL) | NOTARY PUBLIC STATE OF ALABAMA ATLANCE MY COMMISSION EXPERES: Aug 29, 2007 BONDED THRU NOTARY PUBLIC UNITED WELLTING |
| STATE OF CALIFORNIA) | |
| COUNTY OF VENTURA) | |
| | |
| Alan Sjolander, Assistant Vice President for Couthe person whose name is signed to the within instru | ment and acknowledged to me that he/she executed nis/her signature on the instrument the person, or entity |
| WITNESS MY HAND AND OFFICIAL SEAL. | |
| | |
| | Notary Public |
| | Commission Expires: |
| (SEAL) | June 28, 2006 |

20060315000121560 6/6 \$27.00 Shelby Cnty Judge of Probate, AL 03/15/2006 02:26:59PM FILED/CERT

STATE OF CALIFORNIA

COUNTY OF VENTURA

SS.

On this day of a 2006, before me, Rory Alexander McAllister, Notary Public, personally appeared Jennifer Guidicessi, Assistant Vice President for Mortgage Electronic Registration Systems, 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.

L. GLENN

Commission # 1458514

Notary Public - California

Ventura County

My Comm. Expires Dec 23, 2007

Commission Expires: 12.23.0

Notary Public

November 08, 2009

(SEAL)