

When Recorded Return To: *MOD 1*
First American Title Company
P.O. Box 27670 *26743*
Santa Ana, CA 92799
Attn: Loss Mitigation Title Services

CAPPED AMOUNT 0.00

BALLOON LOAN MODIFICATION

(Pursuant To the Terms of the Balloon Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATIONS

MUST BE EXECUTED BY THE BORROWER:

**ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE
ORIGINAL IS TO BE RECORDED IN THE LANDS RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of April, 2006, between **Zane P. Tarence and Jamie P. Tarence, Husband & Wife** ("Borrower") and **Bank of America, N.A. successor by merger to BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.) successor in interest by merger of NationsBanc Mortgage Corporation** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **March 26, 1999**, securing the original principal sum of the U.S. **\$226,300.00**, and recorded as Instrument Number **1999-13835**, Recorded in Official Records of **Shelby County, Alabama**; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal Property described in the Security Instrument and defined in the Security Instrument as the "Property", located at **3028 Brook Highland Drive, Birmingham, Alabama 35242**, the real Property described being set forth as follows:
LOT 1416, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 14TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 23 PAGE 2 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **April 1, 2006**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$199,066.29**. MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3293 (12/95)

Loan Number 0022883458L

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of **6.75%**, beginning **April 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1422.16**, beginning on **May 1, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **April 1, 2029** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Bank of America 4161 Piedmont Parkway, Greensboro, NC 27410 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

{To be signed and dated by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.}

4-10-06
Date

4-10-06
Date

Zane P. Tarence (Seal)
Borrower
Jamie P. Tarence (Seal)
Borrower

BANK OF AMERICA, N.A.

Christine A. Skowron
BY: Christine A. Skowron, Vice President

**Loan Number 0022883458L**

BORROWER'S ACKNOWLEDGMENT

State of: Alabama

County of: Jefferson

On: 4/10/2006 before me, William Fenton, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared **Zane P. Tarence and Jamie P. Tarence** 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 be within 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.

William E. Fenton
Notary Public, Alabama State At Large
My Commission Expires 7/11/07

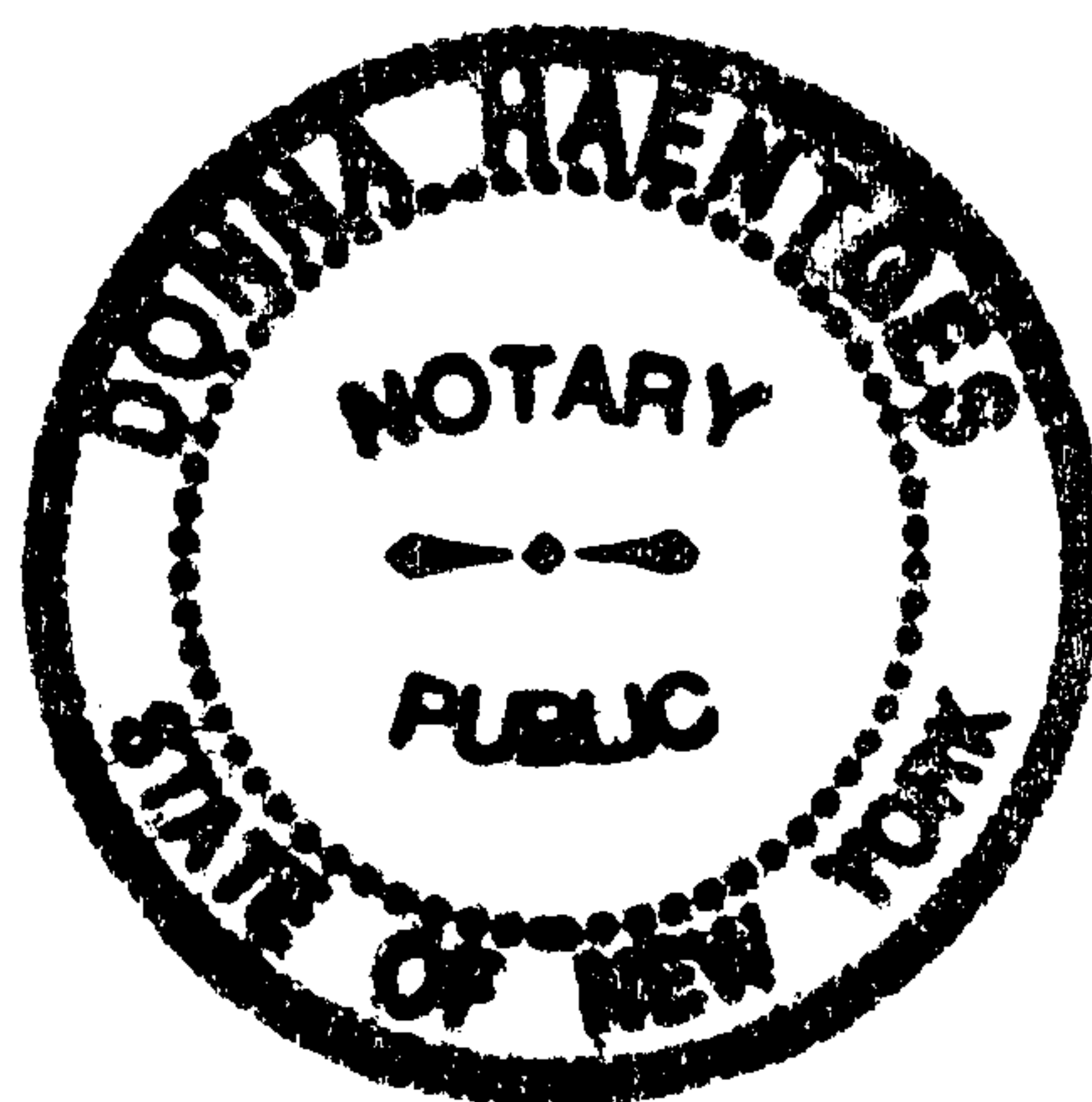
William J. Smith
Signature of Notary Public


7/11/2007
My Commission Expires

LENDER'S CORPORATE ACKNOWLEDGMENT

State of New York }
County of Erie } SS.:

On the 11th day of April in the year 2006, before me, the undersigned, a notary public in and for said State, personally appeared **Christine A. Skowron, Vice President** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.




Donna Haentges
Notary Public-State of New York
Reg. No. 01HA5088300
Qualified in Erie County
My Commission Expires 11/17/2009

20060531000256580 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
05/31/2006 12:19:59PM FILED/CERT

STATEMENT OF PREPARATION

Title Order Number 2824363

Servicer Loan Number 0022883458

This Loan Modification Agreement document was prepared by Bank of America Mortgage,
475 CrossPoint Parkway, Getzville, NY 14068.


Signature of Preparer

Donna Haentges
Printed Name of Preparer

March 6, 2006
Date