

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: **JOSIMONETTE FESTEJO**

CLD Deficiency Department DOC. ID#: 000814546382005N

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE MORTGAGE

MIN#: 100022600303812274

This Loan Modification Agreement (the "Agreement"), made this 23th day of May, 2006 between THOMAS CARSON, AND JENNIFER C CARSON, HUSBAND AND WIFE, (the "Borrowers") and Countrywide Bank, N.A., ("Lender") and Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements that certain MORTGAGE dated March 01, 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 March 14, 2005 as Instrument Number 20050314000112850 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:

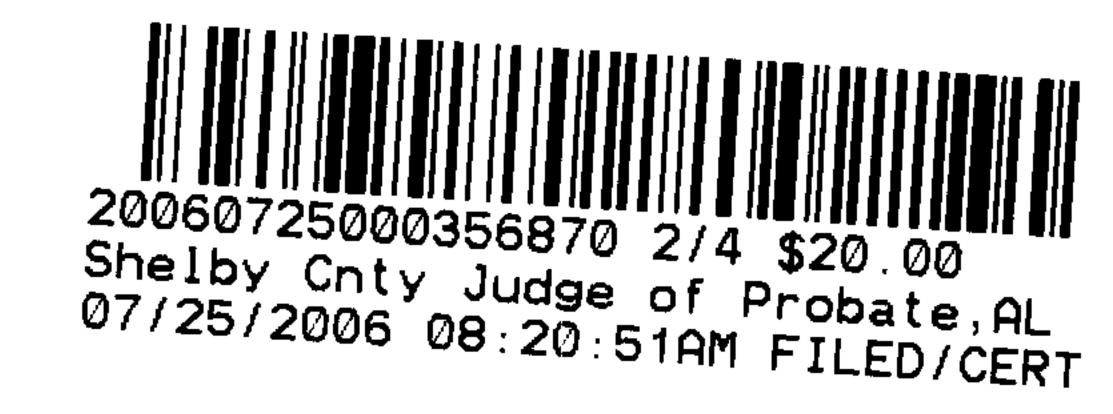
1084 EAGLE VALLEY DRIVE BIRMINGHAM, AL 35242

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

- TO ADD THE LENDER, MORTGAGEAMERICA, INC, TO PAGE 1 OF THE MORTGAGE WHICH WAS OMITTED AT THE TIME OF RECORDING
- TO CORRECT THE COUNTY FROM "BIRMINGHAM" TO "SHELBY" ON PAGE 1 OF THE MORTGAGE WHICH WAS INCORRECT AT THE TIME OF RECORDING
- TO ADD THE PREPARER'S SIGNATURE TO PAGE 4 OF THE MORTGAGE WHICH WAS OMITTED AT THE TIME OF RECORDING

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: Jennifer Guidicessi lts: Assistant Vice President

Mortgage Electronic Registration Systems, Inc.

By: Jennifer Guidicessi lts: Assistant Vice President

THOMAS CARSON

JENNIFER C CARSON

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF AUABAMA)
COUNTY OF TEFFERSON) SS.)
On this 3014 Day of MAY	2006, BEFORE ME,
MATTHEW GRAY	, (Notary Public)
personally appeared, THOMAS CARSON, AND JENNIFER C CARSON, HUSBAND AND WIFE, 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	
Notar	y Public
(SEAL) Comn	nission Expires: August 3, 2008
STATE OF CALIFORNIA)) SS. COUNTY OF VENTURA)	
On this	
WITNESS MY HAND AND OFFICIAL SEAL.	
L. GLENN Commission # 1458514 Notary Public - California 5 Ventura County Ny Comm. Expires Dec 25, 2007	Notary Public Commission Expires: 12.23.07

October 22, 2009

(SEAL)

20060725000356870 4/4 \$20.00 Shelby Cnty Judge of Probate; AL 07/25/2006 08:20:51AM FILED/CERT

STATE OF CALIFORNIA

COUNTY OF VENTURA

SS.

On this day of 2006, before me, Sonia L. Seitz; 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

(SEAL)

Notary Public

Commission Expires: 12.23.07

October 22, 2009