20061016000511840 1/3 \$63.50 Shelby Cnty Judge of Probate, AL 10/16/2006 03:49:40PM FILED/CERT

This Instrument Prepared By:

Individual Name: Yolandita Abbott
Complete Address: 450 America
STREET STATE VALLEY CA
93065

## LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY COUNTRYWIDE HOME LOANS

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO.
Loss Mitigation Title Services - LMTS.
P. O. BOX 27670
SANTA ANA, CA 92799-7670

Attention: LMTS

ORDER NUMBER: <u>2971299</u>

STATE

AL

COUNTY

SHELBY



THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (ADDITIONAL RECORDING FEE APPLIES)

RECORDING REQUESTED BY:
COUNTRYWIDE HOME LOANS
450 AMERICAN STREET
SIMI VALLEY, CA 93065
WORKOUT DEPT. SV3-65
PREPARED BY: Yolandita Abbott

When Recorded Return To: MOD 1

First American Title Company
P.O. Box 27670

Santa Ana, CA 92799 27/29

Attn: Loss Mitigation Title Services

Loan #: 39108597

CAPPED AMOUNT\$ 30,913.98

## LOAN MODIFICATION AGREEMENT (Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of June 2006, between Royderick Oliver and Countrywide Home Loans, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 29th day of August 2003 and recorded on the 6th day of October 2003 in Book No. 01, Page No. 01 as Document No. 20031006000672750 in the Official Records of SHELBY County, in the State of ALABAMA, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 405 NORWICK CIRCLE, ALABASTER, AL 35007.

Original Principal \$224,000.00

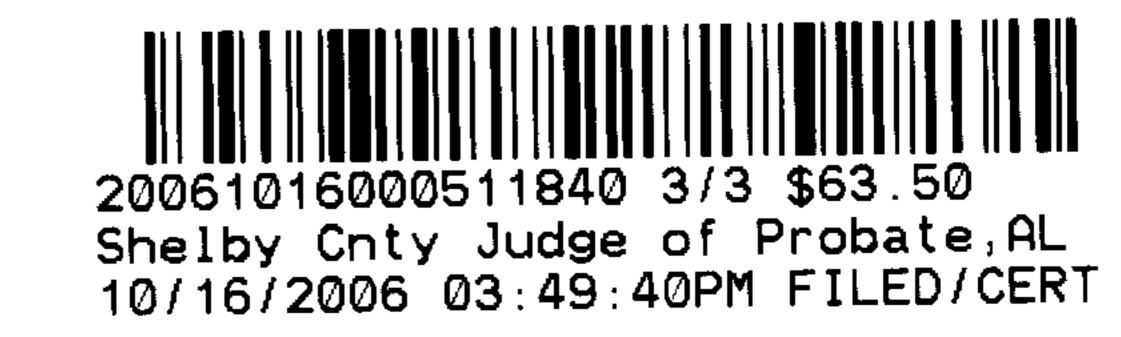
-4 marnid

The real property described being set forth as follows:

LOT, BLOCK 4, ACCORDING TO THE SURVEY OF NORWICK FOREST, SECOND SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 23 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABMA

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of the 1st day of July 2006, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$254,913.98 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. 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 the yearly rate of 7.500% from the 1st day of June 2006. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,832.05 beginning on the 1st day of July 2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of September 2033 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 3. The Borrower will make such payments at 450 American Street, Simi Valley, California 93065 or at such other place as the Lender may require.
- 4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior consent, the Lender may, at it's option, require immediate payment in full of all sums secured by this Security Instrument.
- 5. The Borrower also will comply with all other covenants, agreements, and requirements of 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, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provisions are cancelled, null, and void, as of the date specified in paragraph No.1 above:
  - (a) all terms and provisions of the original Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment, in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.



6. Nothing in this agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

As evidenced by their signatures below, the Borrower and the Le	ender agree to the foregoing.
Koyderick Oliver	Dated: 9/6/06
Royderick Oliver	Dated:
	Dated:
	Dated:
STATE OF	
COUNTY OF	
On 9-6-06 before me, CARNINA KIN	<u>.</u>
Notary Public, personally appeared	
personally known to me (or proved to me on the basis of satisfactory the person (s) whose name (s) is/are subscribed to the within instructional acknowledged the me that he/she/they executed the same in his capacity (ies), and that by his/her/their signatures (s) on the instruction or entity upon behalf of which the person (s) acted, executed the	ctory evidence) to be strument and s/her/their authorized rument the person (s),
WITNESS my hand and official seal.	
Signature Cardyn Key	**********
Countrywide Home Loans	
By:	Dated: 9/10/06
STATE OF CALIFORNIA COUNTY OF VENTURA	
on 9-18-00 before me, Glanna Frainci	
Notary Public, personally appeared Second Cooper	
personally known to me (or proved to me on the basis of satisfactive person (s) whose name (s) is/are subscribed to the within instance acknowledged the me that he/she/they executed the same in his capacity (ies), and that by his/her/their signatures (s) on the instance or entity upon behalf of which the person (s) acted, executed the	strument and s/her/their authorized rument the person (s),
WITNESS my hand and official seal.  Signature  Gianna Trancis	GIANNA FRANCIS Commission # 1455417 Notary Public - California Ventura County My Comm. Expires Dec 9 200