

20070123000035200 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/23/2007 12:10:57PM FILED/CERT

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: **CELESTE BARKSDALE**
CLD Deficiency Department
DOC. ID#: **000318261212005N**

Space Above for Recorder's Use

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

This Loan Modification Agreement (the "Agreement"), made this **15th** day of **September**, **2006** between **WILMER E BEMBRY AND LINDA K BEMBRY**, (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, N.A.**, and **WILMER E BEMBRY AND HIS WIFE LINDA K BEMBRY**, dated **April 28, 2003** and recorded on **May 07, 2003** as Instrument Number **20030507000284630** 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:

**2334 CHANDAWOOD DRIVE
PELHAM, AL 35124**

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

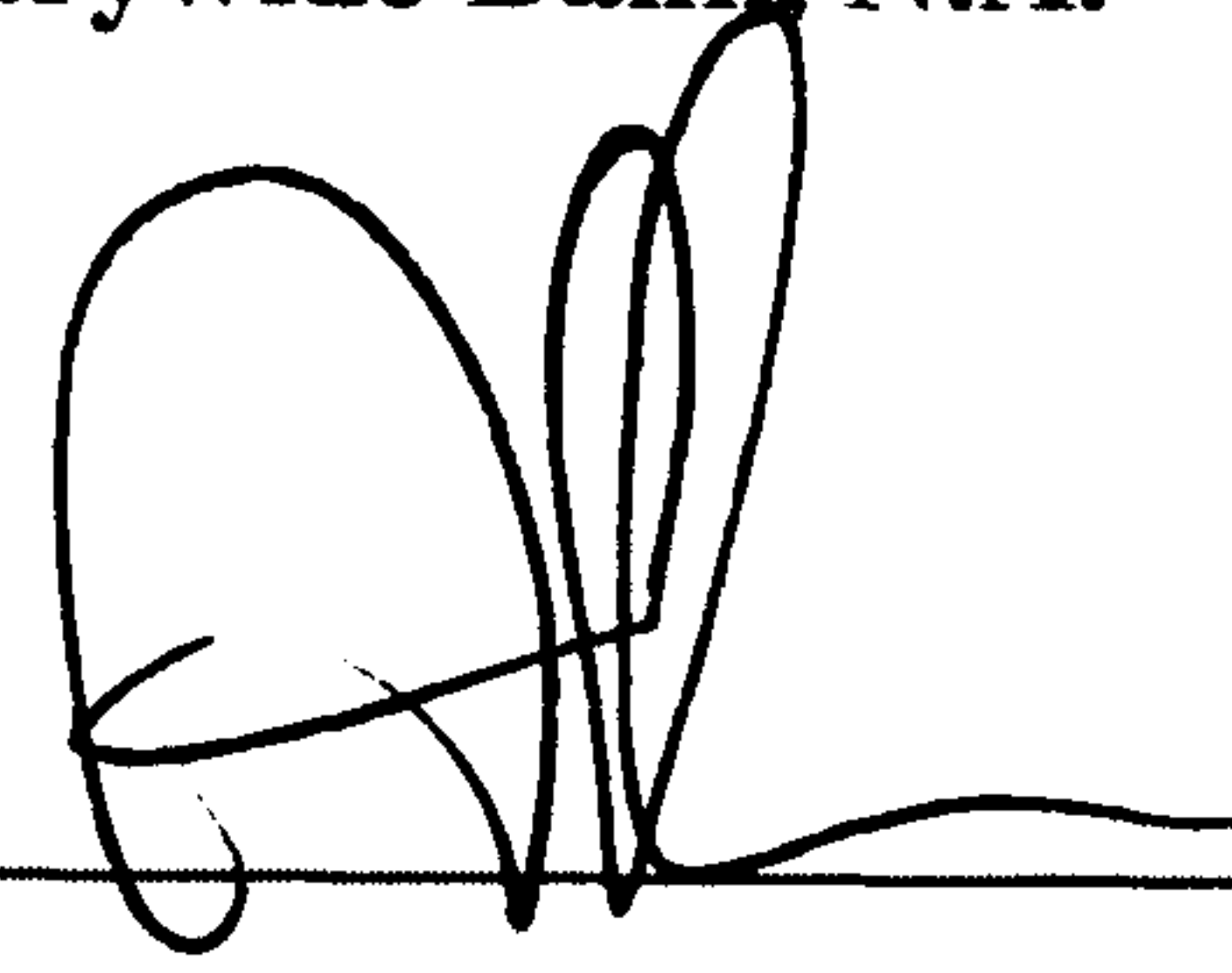
- **TO ADD BORROWER'S INITIALS TO CORRECTION ON PAGE 5 OF 5 ON THE MORTGAGE (HOME EQUITY LINE OF CREDIT)**

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.

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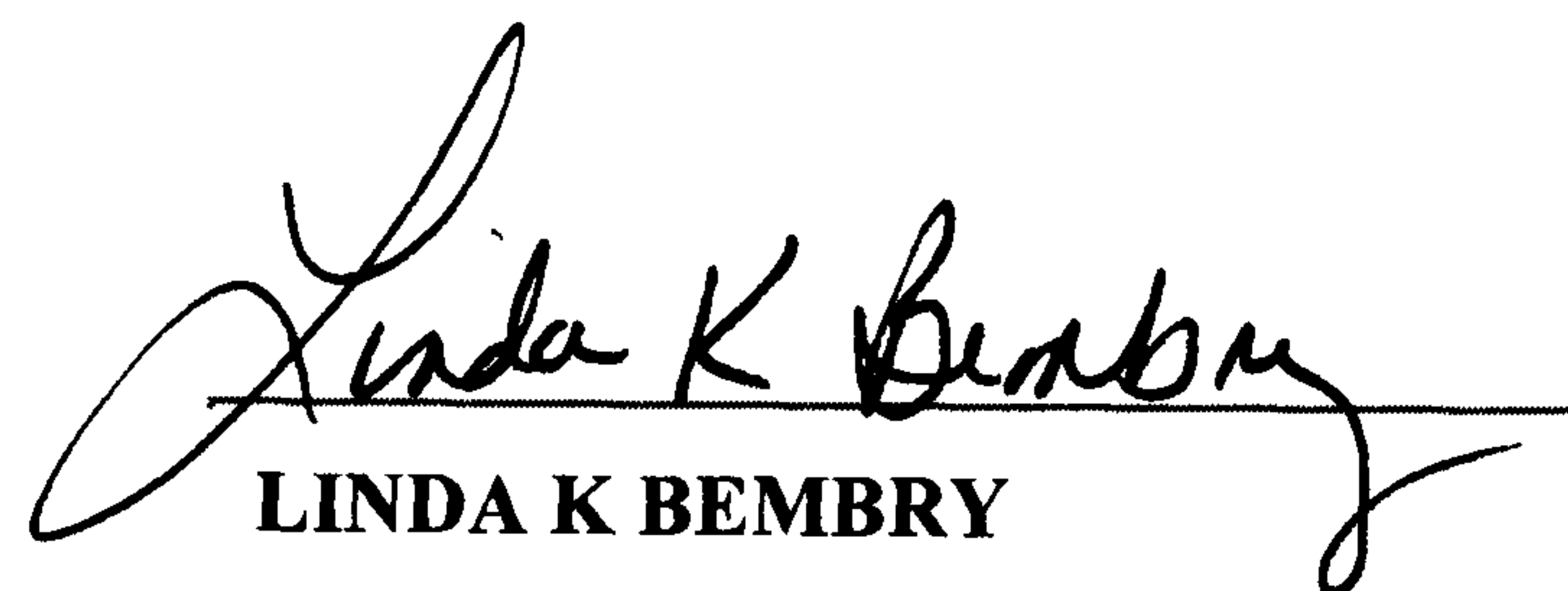
Countrywide Bank, N.A.



By: **Allen Kalust**
Its: **1st Vice President**



WILMER E BEMBRY



LINDA K BEMBRY

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Alabama

COUNTY OF Jefferson

On this 10th Day of October 2006, BEFORE ME,

Susan B. Barlow, (Notary Public)

personally appeared, **WILMER E BEMBRY AND LINDA K BEMBRY**, 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

[Signature]
(Notary Public)

(SEAL)

Commission Expires: 11/21/06

STATE OF CALIFORNIA

COUNTY OF VENTURA

On this _____ day of _____ 2006, before me, **Brandy L. McKay**, Notary Public, personally appeared **Allen Kalust**, **1st 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.

[Signature]
Notary Public

Commission Expires: _____

(SEAL)

July 11, 2010

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STATE OF _____

COUNTY OF _____

)
) SS.
)

On this _____ Day of _____ 2006, BEFORE ME,

_____, (Notary Public)

personally appeared, **WILMER E BEMBRY AND LINDA K BEMBRY**, 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

Notary Public

Commission Expires: _____

(SEAL)

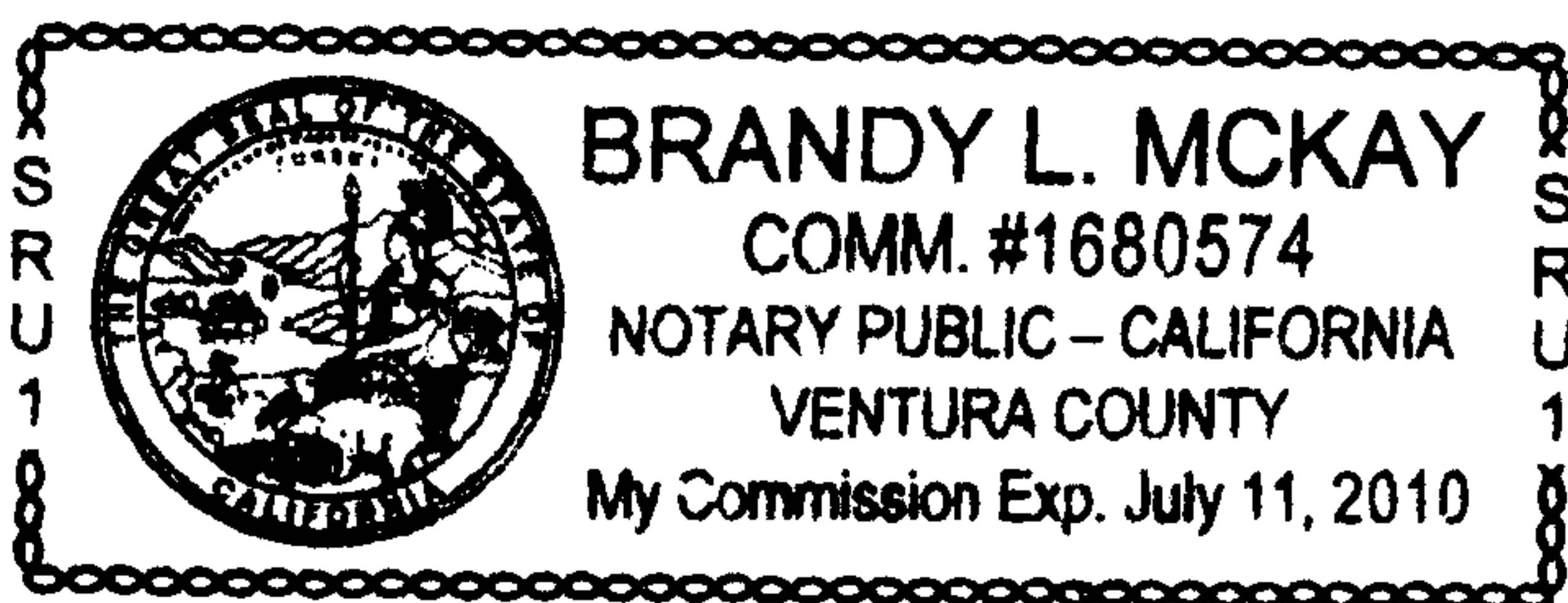
STATE OF CALIFORNIA

COUNTY OF VENTURA

)
) SS.
)

On this 22nd day of Dec. 2006, before me, **Brandy L. McKay**, Notary Public, personally appeared **Allen Kalust**, 1st 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.



(SEAL)

Brandy L. McKay
Notary Public

Commission Expires: _____

July 11, 2010