

20070226000086520 1/4 \$174.20
Shelby Cnty Judge of Probate, AL
02/26/2007 11:15:32AM FILED/CERT

When recorded mail to:

First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS **MPV-**
1100 Superior Ave., Ste 200
Cleveland, OH 44115 **3054213**
Attn: National Recordings 1120

FHA Case No. **703 011-4382795**
0022541320

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **SEPTEMBER 19, 2006**,
between **BERNESSICA MOORE, A SINGLE PERSON**

("Borrower"), whose address is
804 TREYMOOR LAKE COURT
ALABASTER, ALABAMA 35007
and
BANK OF AMERICA, N.A.



("Lender"), whose address is **475 CROSSPOINT PARKWAY**
GETZVILLE, NEW YORK 14068
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
SEPTEMBER 30, 1998 and recorded in **Instrument No. 1998-38386**,
SHELBY COUNTY, ALABAMA, and (2) the Note, in
the original principal amount of U.S. \$ **106,450.00**, 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
804 TREYMOOR LAKE COURT
ALABASTER, ALABAMA 35007

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the real property described is located in **SHELBY**
and being set forth as follows:

COUNTY, ALABAMA

**LOT 529, ACCORDING TO THE SURVEY OF WEATHERLY, ABERDEEN SECTOR 18, AS
RECORDED IN MAP BOOK 21 PAGE 148 IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS
EXCEPTED.**

 **MOORE**
11087571 **AL**
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT


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 **OCTOBER 1, 2006**, the amount payable under the Note and the Security Instrument
(the "Unpaid Principal Balance") is U.S. \$ **102,786.11** consisting of the amount(s) loaned
to the Borrower by the Lender and interest capitalized to date in the amount of U.S. \$ **6,467.65**.

2. 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 **6.875 %**, from
OCTOBER 1, 2006. The Borrower promises to make monthly payments of principal and interest of
U.S. \$ **718.30**, beginning on the first day of **NOVEMBER, 2006**, and continuing
thereafter on the same day of each succeeding month until principal and interest are paid in full. If on
OCTOBER 01, 2031 (the "Maturity Date"), the Borrower still owes amounts under the Note and
the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the
Maturity Date.

The Borrower will make such payments at
BANK OF AMERICA, N.A.
475 CROSSPOINT PARKWAY
GETZVILLE, NEW YORK 14068
or at such other place as the Lender may require.

3. 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
written consent, the Lender may require immediate payment in full of all sums secured by this Security
Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice
shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the
Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to
the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without
further notice or demand on the Borrower.

4. 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, the following terms and provisions are
forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

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(a) all terms and provisions of the 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 Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Bernessica Moore
BERNESSICA MOORE

-Borrower

-Borrower

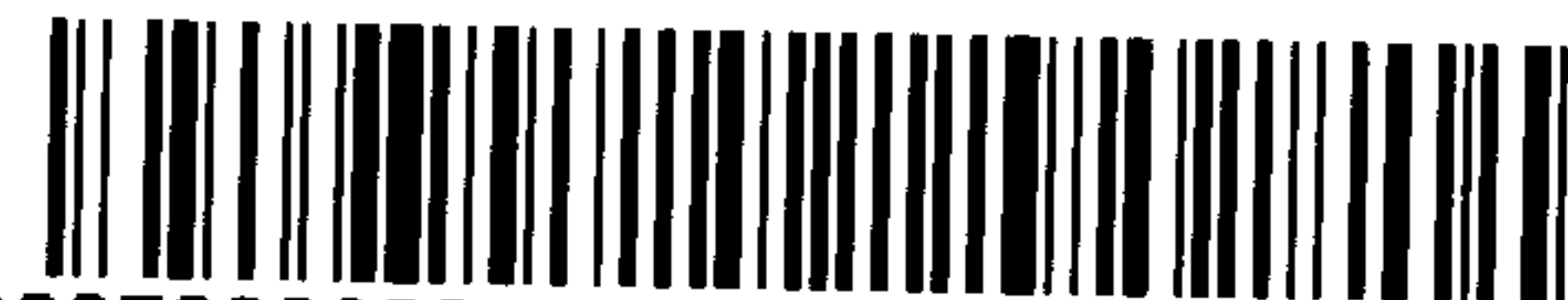
-Borrower

-Borrower

BANK OF AMERICA, N.A.

Quintina Rusk
Name: *Quintina Rusk*
Its: *QVP*

-Lender



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[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF

Al

,

Shelby

COUNTY SS:

On this *28* day of *September, 2006*, I, *Mary L. Laughery*,
a Notary Public in and for said county and in said state, hereby certify that
BERNESSICA MOORE

whose name(s) signed to the foregoing conveyance, and who known to me, acknowledged before me that,
being informed of the contents of the conveyance, executed the same voluntarily and as
act on the day the same bears date.

Given under my hand and seal of office, this the *28* day of *September, 2006*.

My commission expires: *10-25-2007*

Mary L. Laughery
Notary Public
Mary L. Laughery

LENDER ACKNOWLEDGMENT

STATE OF

NY

COUNTY OF

ERIE

The foregoing instrument was acknowledged before me this

of

Julie Reutger
Bank of America

, the

10-18-06
avp

by

a

, on behalf of said entity.

Signature of Person Taking Acknowledgment

Diane M. Kolipinski

Printed Name

DIANE M. KOLIPINSKI

Title or Rank

Notary Public - State of New York

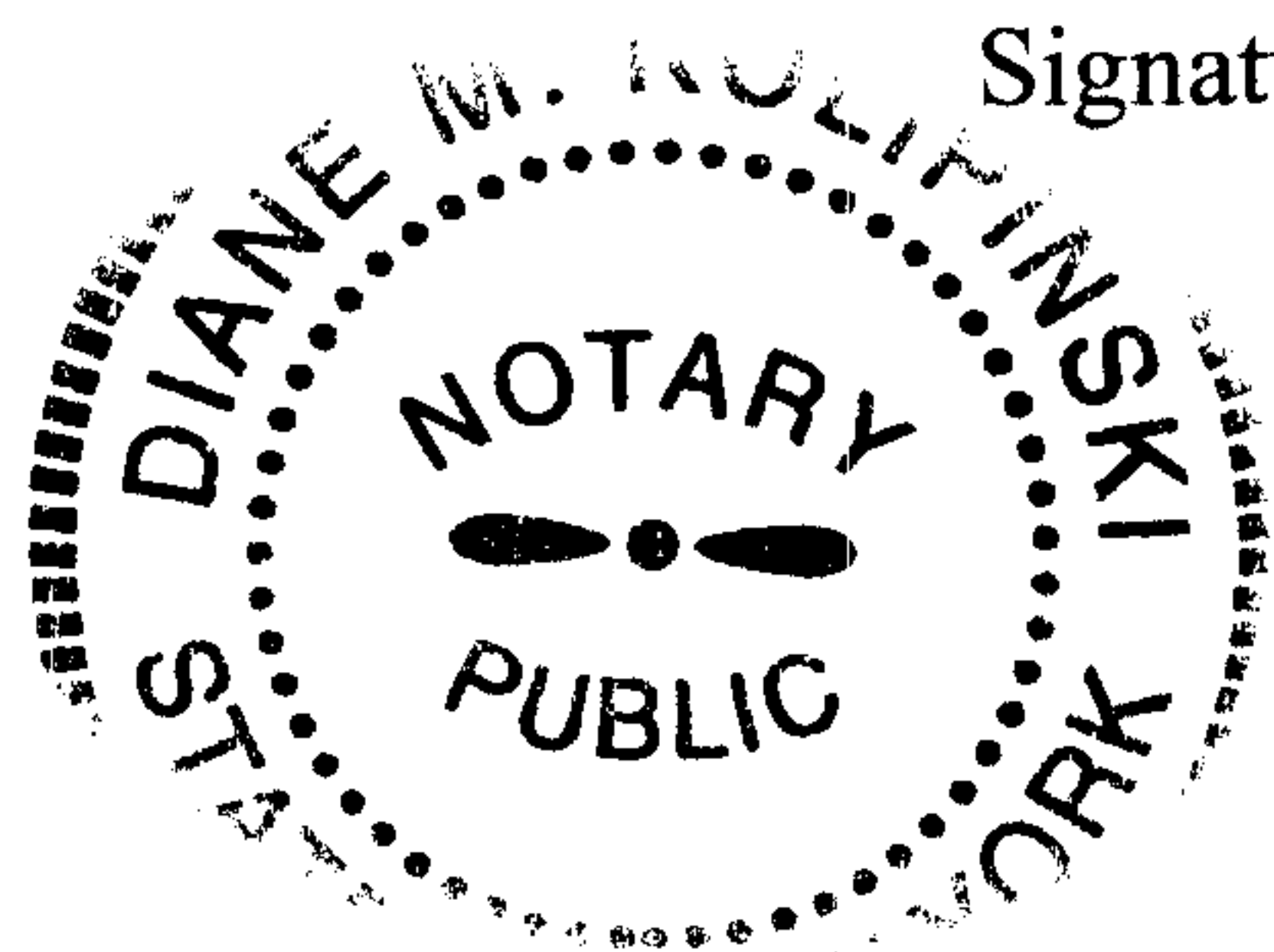
Serial Number, if any

Reg. No. 01K04961563

Qualified in Erie County

My Commission Expires

2-5-2010



HUD Modification Agreement

FAND# ALHUDMOD-4 Rev. 05-06-03

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THIS DOCUMENT WAS PREPARED BY:

KIM BOLAND

BANK OF AMERICA, N.A.

475 CROSSPOINT PARKWAY

GETZVILLE, NEW YORK 14068