

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: AILEEN MANDULEY

CLD Deficiency Department DOC. ID#: 0001009726452005N

Space Above for Recorder's Use

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

MIN#: 100133700006021557

This Loan Modification Agreement (the "Agreement"), made this 15th day of March, 2006 between LEE R MCCARTER III, (the "Borrowers") and Countrywide Bank, N.A., ("Lender") and Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements that certain MORTGAGE (HOME EQUITY LINE OF CREDIT) dated April 21, 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 May 02, 2005 as Instrument Number 2005052000207210 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:

2100 BAILEY BROOK DRIVE BIRMINGHAM, AL 35244

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

• TO ADD THE DECLARATION VERBIAGE OF "THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD THAT AFFECTS THE PROPERTY" TO PAGE 2 OF THE PUD RIDER.

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.

20070427000195500 2/5 \$24.00 20070427000195500 of Probate, AL Shelby Cnty Judge of Probate, AL 04/27/2007 12:49:21PM FILED/CERT

## Countrywide Bank, N.A.

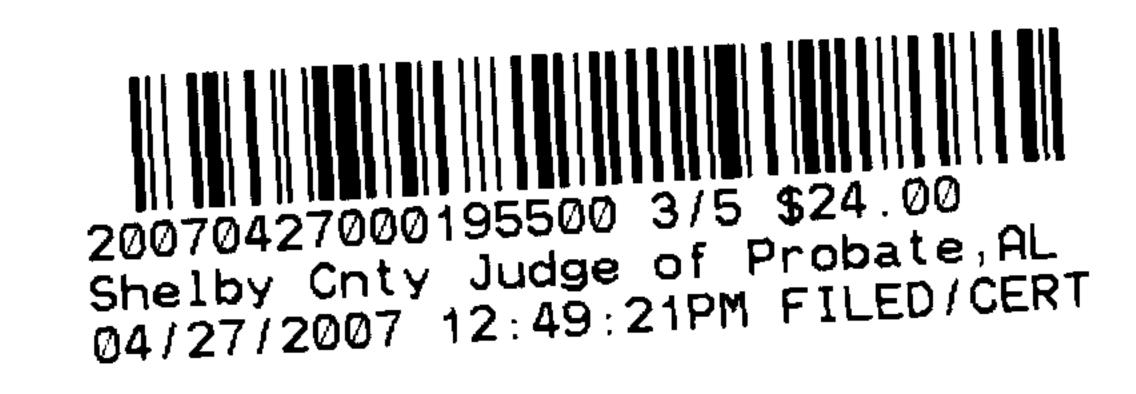
By: Jennifer Guidicessi lts: Assistant Vice President

Mortgage Electronic Registration Systems, Inc.

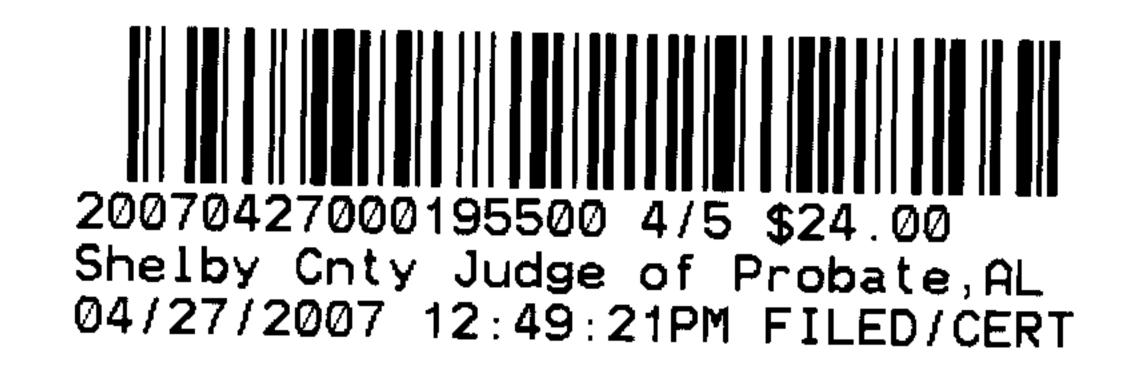
By: Jennifer Guidicessi lts: Assistant Vice President

LEE R MCCARTER III

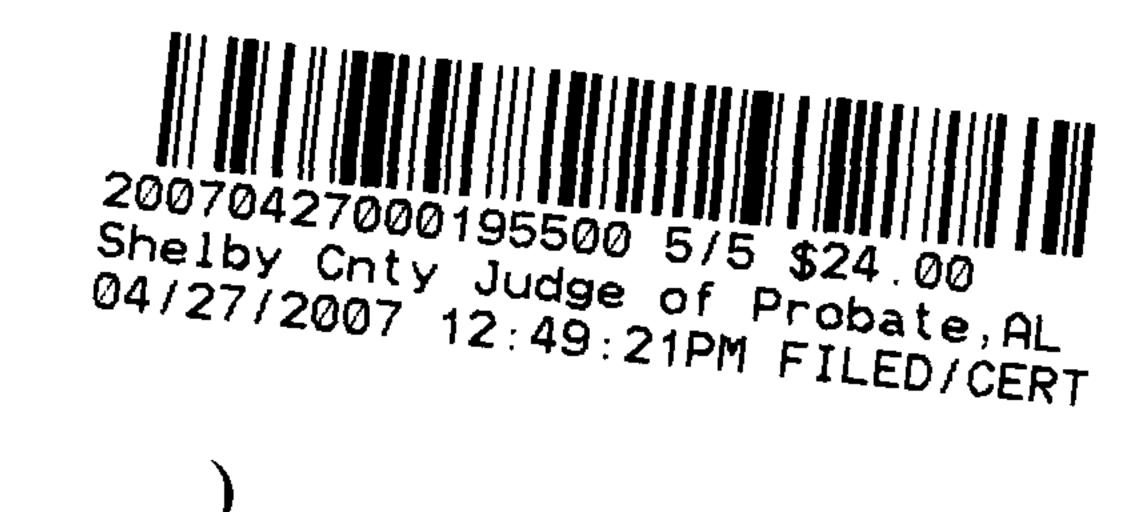
(ALL SIGNATURES MUST BE ACKNOWLEDGED)



STATE OF MADAMA	
COUNTY OF JEFFERSON	) SS. )
On this 30 La Day of Man	<u></u>
CAtherine Bailey	, (Notary Public)
satisfactory evidence to be the person(s) whose nar	personally known to me OR proved to me on the basis of me(s) is/are subscribed to the foregoing instrument, and same in his/her/their authorized capacity(ies), and that person(s), or the entity upon behalf of which the
WITNESS MY HAND AND OFFICIAL SEAL	
	atterice Bally  etary Public
(SEAL)	ommission Expires: 10-35-07
STATE OF CALIFORNIA )	
COUNTY OF VENTURA )	
Jennifer Guidicessi, Assistant Vice President for be the person whose name is signed to the within it	M.E.Andrade, Notary Public, personally appeared or Countrywide Bank, N.A., personally known to me to instrument and acknowledged to me that he/she executed his/her signature on the instrument the person, or entity he instrument.
WITNESS MY HAND AND OFFICIAL SEAL.	
	Notary Public
	Commission Expires:
(SEAL)	June 28, 2006



STATE OF			
COUNTY OF	) SS. )		
On this	Day of		ORE ME,
			, (Notary Pub
personally appeared, LEE R satisfactory evidence to be the acknowledged to me that he/s by his/her/their signature(s) or person(s) acted, executed the	e person(s) whose in the instrument the	name(s) is/are subscribed he same in his/her/their au	to the foregoing instrument thorized capacity(ies), and
WITNESS MY HAND AND	OFFICIAL SEAL		
		T 1 1 1	
		Notary Public	
(SEAL)		Commission Expires:	
STATE OF CALIFORNIA	) SS.		
COUNTY OF VENTURA	)		
On this 22 day of Marc  Jennifer Guidicessi, Assista be the person whose name is s the same in his/her authorized upon behalf of which the person  WITNESS MY HAND AND	signed to the within capacity, and that on acted, executed	for Countrywide Bank, No instrument and acknowled by his/her signature on the the instrument.	A., personally known to edged to me that he/she exe
TRICI/ COM NOTARY F	A REYNOLDS S  MM. #1414445  PUBLIC - CALIFORNIA  ITURA COUNTY  Stion Exp. Apr. 29 2007	Mena Notary Public	uprelab
	300000000000000000000000000000000000000	Commission Expire	es: 4-27-87



STATE OF CALIFORNIA

COUNTY OF VENTURA

On this 22 day of Ward 2007, before me, Tricia Reynolds, 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.

TRICIA REYNOLDS
COMM. #1414445
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My Commission Exp. Apr 29 2007

(SEAL)

Notary Public

Commission Expires:

June 28, 2006

STATE OF ALABAMA - JEFFERSON COUNTY

I hereby certify that no mortgage tax or deed tax
has been collected on this instrument.

Judge of Proba

"NO TAX COLLECTED"