

20070427000195500 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
04/27/2007 12:49:21PM 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: **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.


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Countrywide Bank, N.A.



By: **Jennifer Guidicessi**
Its: **Assistant Vice President**

Mortgage Electronic Registration Systems, Inc.



By: **Jennifer Guidicessi**
Its: **Assistant Vice President**



LEE R MCCARTER III

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Alabama)
COUNTY OF Jefferson) SS.
)

On this 30th Day of March 2006, BEFORE ME,
Catherine Bailey, (Notary Public)

personally appeared, **LEE R MCCARTER III**, 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

Catherine Bailey
Notary Public

(SEAL)

Commission Expires: 10-25-07

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.
)

On this _____ day of _____ 2006, before me, **M.E.Andrade**, Notary Public, personally appeared **Jennifer Guidicessi**, **Assistant 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.

Notary Public

Commission Expires: _____

(SEAL)

June 28, 2006

STATE OF _____

COUNTY OF _____

)
) SS.
)

On this _____ Day of _____ 2007, BEFORE ME,

_____, (Notary Public)

personally appeared, **LEE R MCCARTER III**, 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

(SEAL)

Commission Expires: _____

STATE OF CALIFORNIA

)
) SS.
)

COUNTY OF VENTURA

On this 22 day of March 2007, before me, **Tricia Reynolds**, Notary Public, personally appeared **Jennifer Guidicessi**, **Assistant 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)

Tricia Reynolds

Notary Public

Commission Expires: 4-29-07

~~June 28, 2006~~ *TR*

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STATE OF CALIFORNIA

COUNTY OF VENTURA

)
) SS.
)

On this 22 day of March 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.



(SEAL)

Tricia Reynolds

Notary Public

Commission Expires: 4.29.07

June 28, 2006 *TR*

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax
has been collected on this instrument.

Alan J. King Judge of Probate
"NO TAX COLLECTED"