


Recording Requested by  
**Countrywide Bank, FSB**

AND WHEN RECORDED MAIL TO:

Countrywide Bank, FSB  
1800 Tapo Canyon Road SV2-116  
Simi Valley, CA 93063  
Prepared by: **LISA ALONZO**  
CLD Deficiency Department  
DOC. ID#: **0001527011262005N**

  
20070910000423880 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
09/10/2007 01:52:42PM FILED/CERT

Space Above for Recorder's Use

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

MIN#: 100133700017499305

This Loan Modification Agreement (the "Agreement"), made this **15th** day of **March**, **2007** between **KELLE E WHIRLEY**, (the "Borrowers") and **Countrywide Bank, FSB**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgage") amends and supplements that certain **MORTGAGE(HOME EQUITY LINE OF CREDIT)** dated **November 22, 2006** 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 **December 05, 2006** as Instrument Number **20061205000587840** 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:

**109 HIDDEN CREEK CIR  
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 THE DECLARATION VERBIAGE OF "THE COVENANTS, CONDITIONS , AND RESTRICTION FILED OF RECORD THAT AFFECT THE PROPERTY" TO PAGE 1 OF 3 ON THE PUD RIDER.**
- **TO ADD THE PROJECT NAME HIDDEN CREEK TO THE PLANNED UNIT DEVELOPMENT RIDER.**

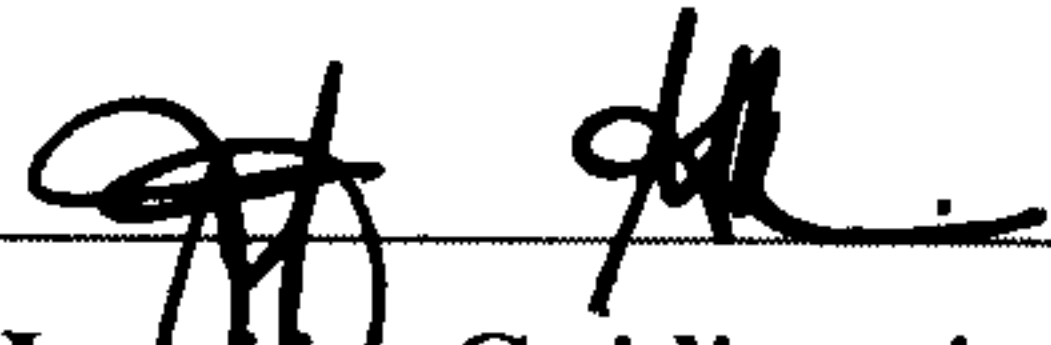
The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Bank, FSB 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.

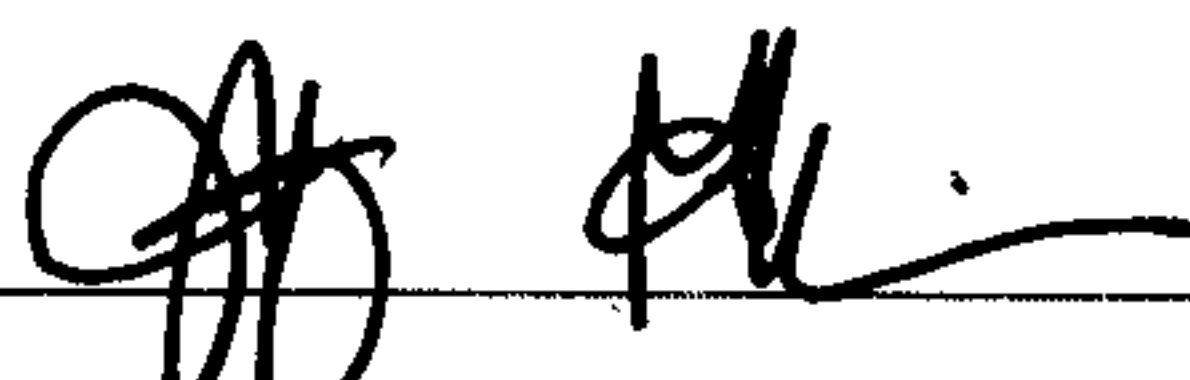


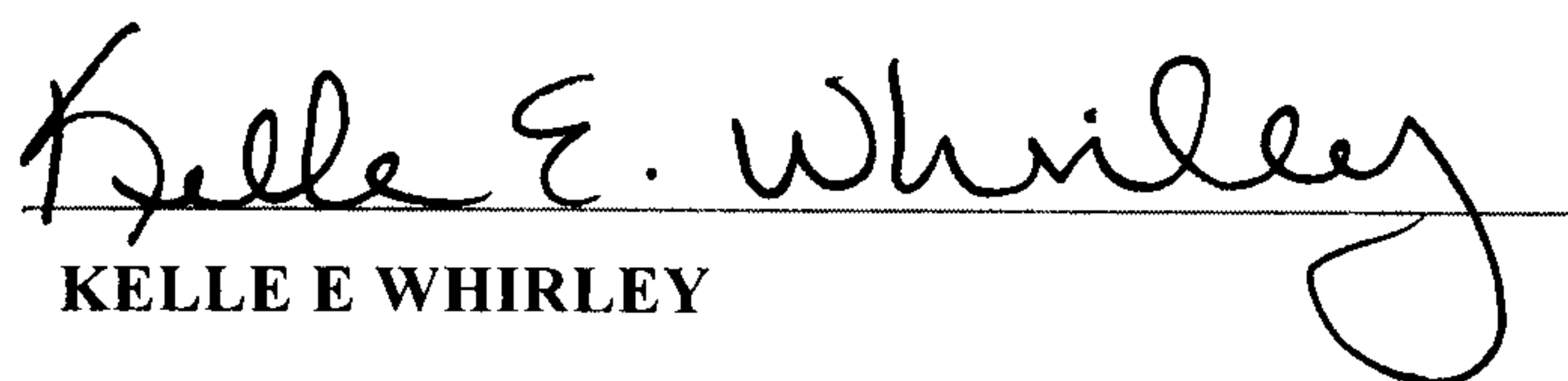
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**Countrywide Bank, FSB**

  
By: Jennifer Guidicessi  
Its: Assistant Vice President

**Mortgage Electronic Registration Systems, Inc.**

  
By: Jennifer Guidicessi  
Its: Assistant Vice President

  
KELLE E WHIRLEY

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Alabama

COUNTY OF Jefferson

On this 6 Day of April 2007, BEFORE ME,  
~~Kelle E. Whirley~~ Jeanette McClellan, (Notary Public)

personally appeared, **KELLE E WHIRLEY**, 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

Jeanette McClellan  
Notary Public

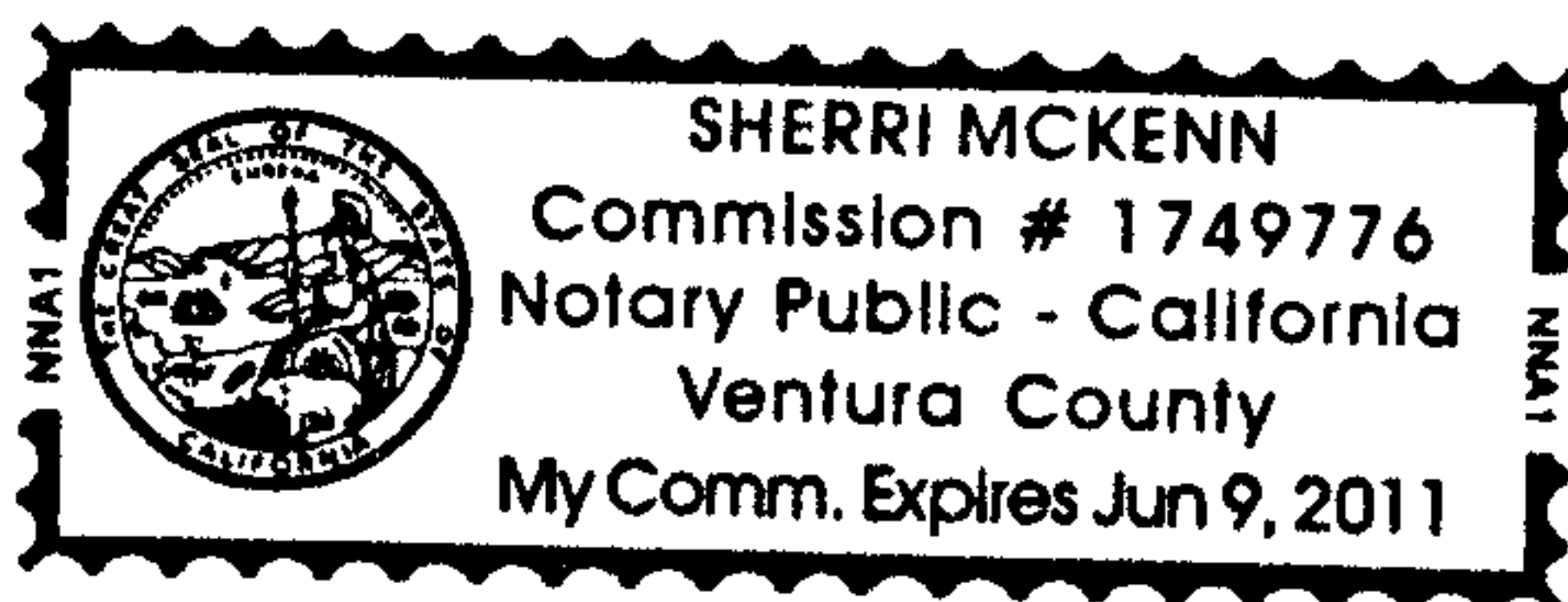
(SEAL)

JEANETTE MCCLELLAN  
NOTARY PUBLIC ALABAMA STATE AT LARGE  
Commission Expires: MY COMMISSION EXPIRES 09-11-2007

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF VENTURA )

On this 28<sup>th</sup> day of August 2007, before me, Sherrri McKenn, Notary Public, personally appeared **Jennifer Guidicessi**, **Assistant Vice President** for Countrywide Bank, FSB, 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)

Sherrri McKenn  
Notary Public

Commission Expires: 6-9-11

~~July 11, 2010~~





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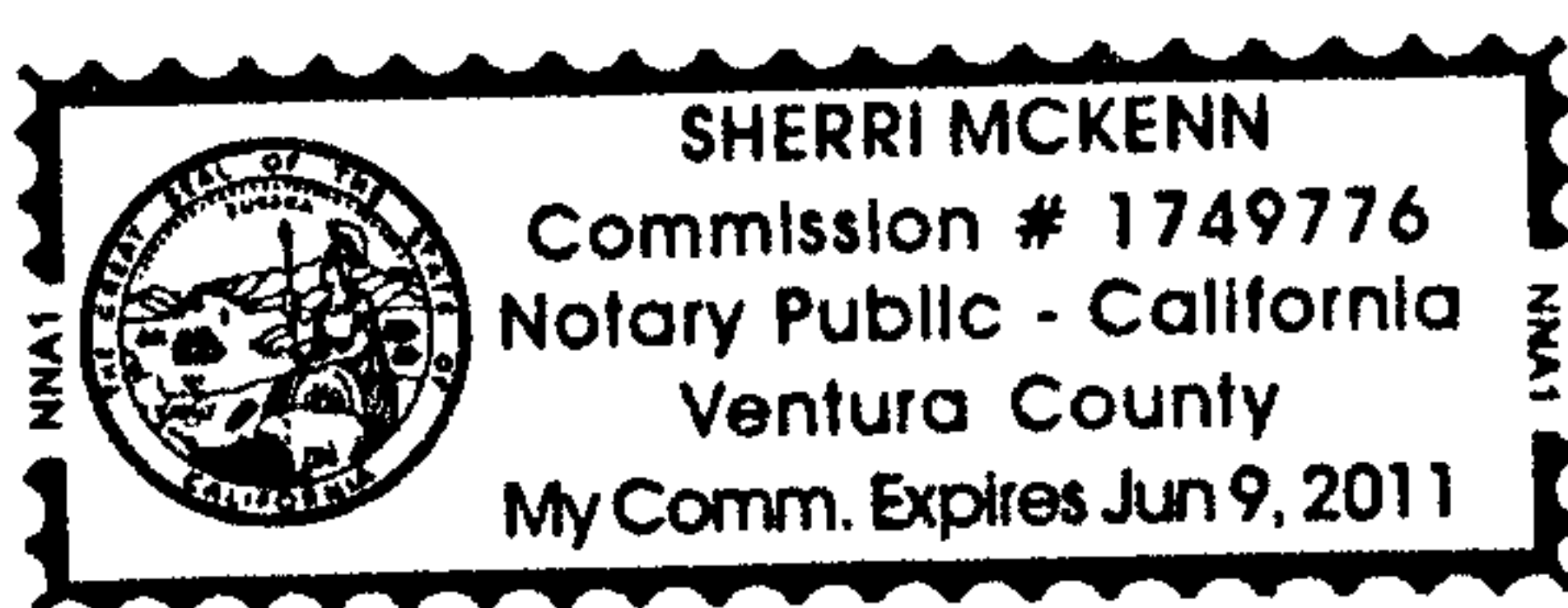
STATE OF CALIFORNIA

COUNTY OF VENTURA

)  
) SS.  
)

On this 28<sup>th</sup> day of August 2007, before me, Sherrri McKenn  
~~Brandy L. McKay~~, 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)

Sherrri McKenn  
Notary Public

Commission Expires: 6-9-11

~~July 11, 2010~~ Sherrri McKenn