

RECORDING REQUESTED BY:
COUNTRYWIDE HOME LOANS
450 AMERICAN STREET
SIMI VALLEY, CA 93065
WORKOUT DEPT. SV3-65
PREPARED BY: **Itandehui DeLuis**



20091016000391430 1/3 \$63.50
Shelby Cnty Judge of Probate, AL
10/16/2009 12:17:16 PM FILED/CERT

Loan #: **39108597**

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

(NEW INDEBTEDNESS \$30,913.98)

LOAN MODIFICATION AGREEMENT
(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of June 2006, between Royderick Oliver and Countrywide Home Loans, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 29th day of August 2003 and recorded on the 6th day of October 2003 in Book No. 01, Page No. 01 as Document No. 20031006000672750 in the Official Records of SHELBY County, in the State of ALABAMA, and (2) the Note 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 405 NORWICK CIRCLE, ALABASTER, AL 35007.

original UPB \$224,000.00

The real property described being set forth as follows:

**LOT, BLOCK 4, ACCORDING TO THE SURVEY OF NORWICK FOREST, SECOND
SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 23 A& B, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.**

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 the 1st day of July 2006, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$254,913.98 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The 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 7.500% from the 1st day of June 2006. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,832.05 beginning on the 1st day of July 2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of September 2033 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
3. The Borrower will make such payments at 450 American Street, Simi Valley, California 93065 or at such other place as the Lender may require.
4. 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 consent, the Lender may, at it's option, require immediate payment in full of all sums secured by this Security Instrument.
5. 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, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provisions are cancelled, null, and void, as of the date specified in paragraph No.1 above:
 - (a) all terms and provisions of the original 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 original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.


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

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Royderick Oliver
Royderick Oliver
[Signature]

Dated: 7/13/06
Dated: _____
Dated: 7/13/06
Dated: _____

STATE OF Alabama
COUNTY OF Jefferson


20091016000391430 2/3 \$63.50
Shelby Cnty Judge of Probate, AL
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On July 13, 2006 before me, CARDY KEY

Notary Public, personally appeared Royderick Oliver + Arnette Oliver

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 within instrument and acknowledged the me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures (s) on the instrument the person (s), or entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature [Signature]

Countrywide Home Loans
By: [Signature]
~~Jeanne Cooper~~

Dated: 8-31-09

~~STATE OF CALIFORNIA
COUNTY OF VENTURA~~



~~On _____ before me, _____
Notary Public, personally appeared _____~~

~~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 within instrument and acknowledged the me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures (s) on the instrument the person (s), or entity upon behalf of which the person (s) acted, executed the instrument.~~

~~WITNESS my hand and official seal.
Signature _____~~

See attached.

When recorded mail to: MOD REC
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120
5395305

 OLIVER
41142347 4660 AL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Ventura



20091016000391430 3/3 \$63.50
Shelby Cnty Judge of Probate, AL
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On 8-31-09 before me, Nesi S. Muthucumaru
(Here insert name and title of the officer)

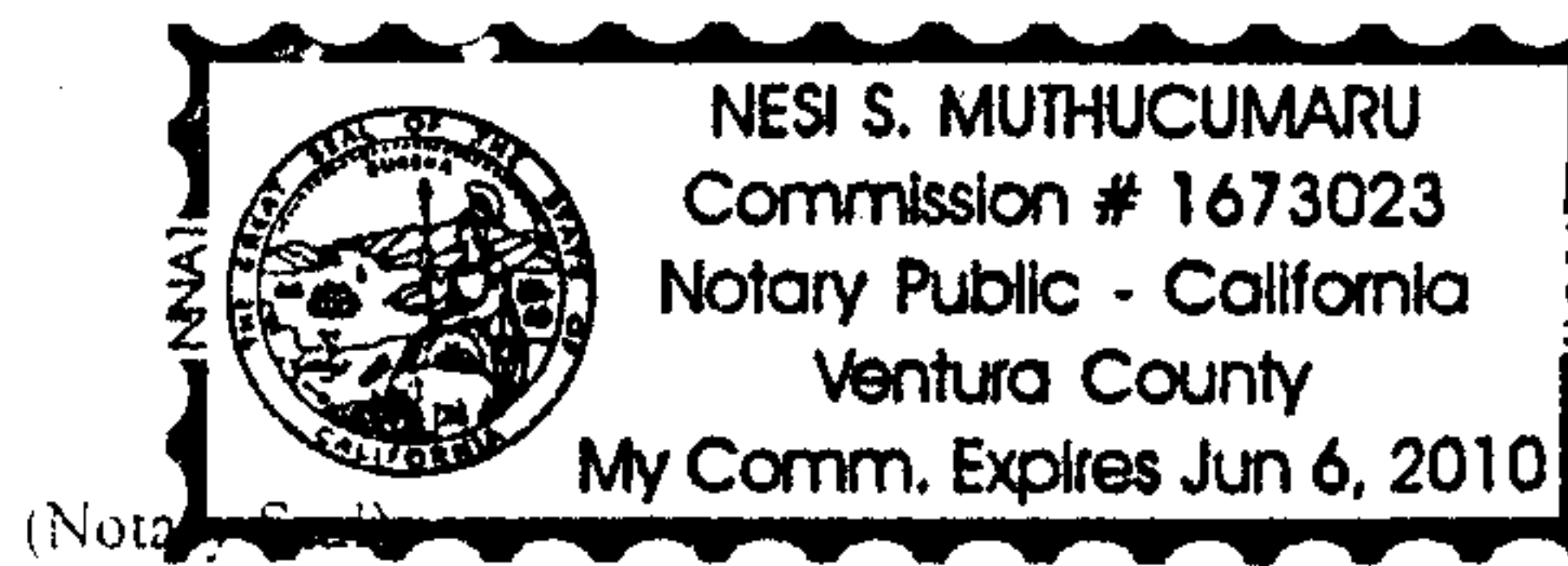
personally appeared Sabrina Morgan VP

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Nesi S. Muthucumaru

Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document