

Recording Requested by
BAC Home Loans Servicing, LP

AND WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP
1800 Tapo Canyon Road CA6-914-01-59
Simi Valley, CA 93063
Prepared by: **MARY MIRZOYAN**
DOC. ID#: **26200340606482964**

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE MORTGAGE

This Loan Modification Agreement (the "Agreement"), made this **9th** day of **August**, **2010** between **WILLIAM STEWART, JR. AND GLENDA STEWART HUSBAND AND WIFE. WILLIAM STEWART JR. IS ONE AND THE SAME AS WILLIAM W. STEWART JR. GLENDA STEWART IS ONE AND THE SAME AS GLENDA H. STEWART**, (the "Borrowers") and **BAC Home Loans Servicing, LP**, ("Lender"), amends and supplements that certain **MORTGAGE** between, **COUNTRYWIDE HOME LOANS INC.**, and **WILLIAM STEWART, JR. AND GLENDA STEWART HUSBAND AND WIFE. WILLIAM STEWART JR. IS ONE AND THE SAME AS WILLIAM W. STEWART JR. GLENDA STEWART IS ONE AND THE SAME AS GLENDA H. STEWART**, dated **February 08, 2000** and recorded on **February 18, 2000** as Instrument Number **20005142** 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:

**85 WALLACE DRIVE
SHELBY, AL 35143**

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

- **TO COMPLETE THE NOTARY SECTION ON THE MORTGAGE , PAGE 5.**

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 BAC Home Loans Servicing, LP 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.



20101006000330550 2/3 \$19.00
Shelby Cnty Judge of Probate, AL
10/06/2010 08:34:58 AM FILED/CERT

BAC Home Loans Servicing, LP

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

WILLIAM STEWART, JR.

GLEND A STEWART

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Alabama

COUNTY OF Shelby

)
) SS.
)

On this 21st Day of August 2010, BEFORE ME,

Donna S. Gannon, (Notary Public)

personally appeared, **WILLIAM STEWART, JR. & GLENDA STEWART**, 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

Donna S. Gannon
Notary Public

(SEAL)

Commission Expires: June 20, 2011

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, **Sherri McKenn**, Notary Public, personally appeared **Jennifer Guidicessi**, 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.

Signature _____

(SEAL)