

Recording Requested by  
**Bank of America, N.A.**

AND WHEN RECORDED MAIL TO:

Bank of America, N.A.  
1800 Tapo Canyon Road CA6-914-01-59  
Simi Valley, CA 93063  
Prepared by: **ELSI NAVARRO**  
DOC. ID#: **33617340655056778**

Space Above for Recorder's Use

### LOAN MODIFICATION AGREEMENT TO THE MORTGAGE

MIN#: 100229330000288039

This Loan Modification Agreement (the "Agreement"), made this **30th** day of **December , 2010** between **GEORGE SIDES A MARRIED PERSON** , (the "Borrowers") and **Bank of America, N.A. , ("Lender")** and **Mortgage Electronic Registration Systems, Inc. ("Mortgagee")** amends and supplements that certain **MORTGAGE** dated **July 19, 2007** 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 **August 07, 2007** as **Instrument Number 20070807000366930** 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:

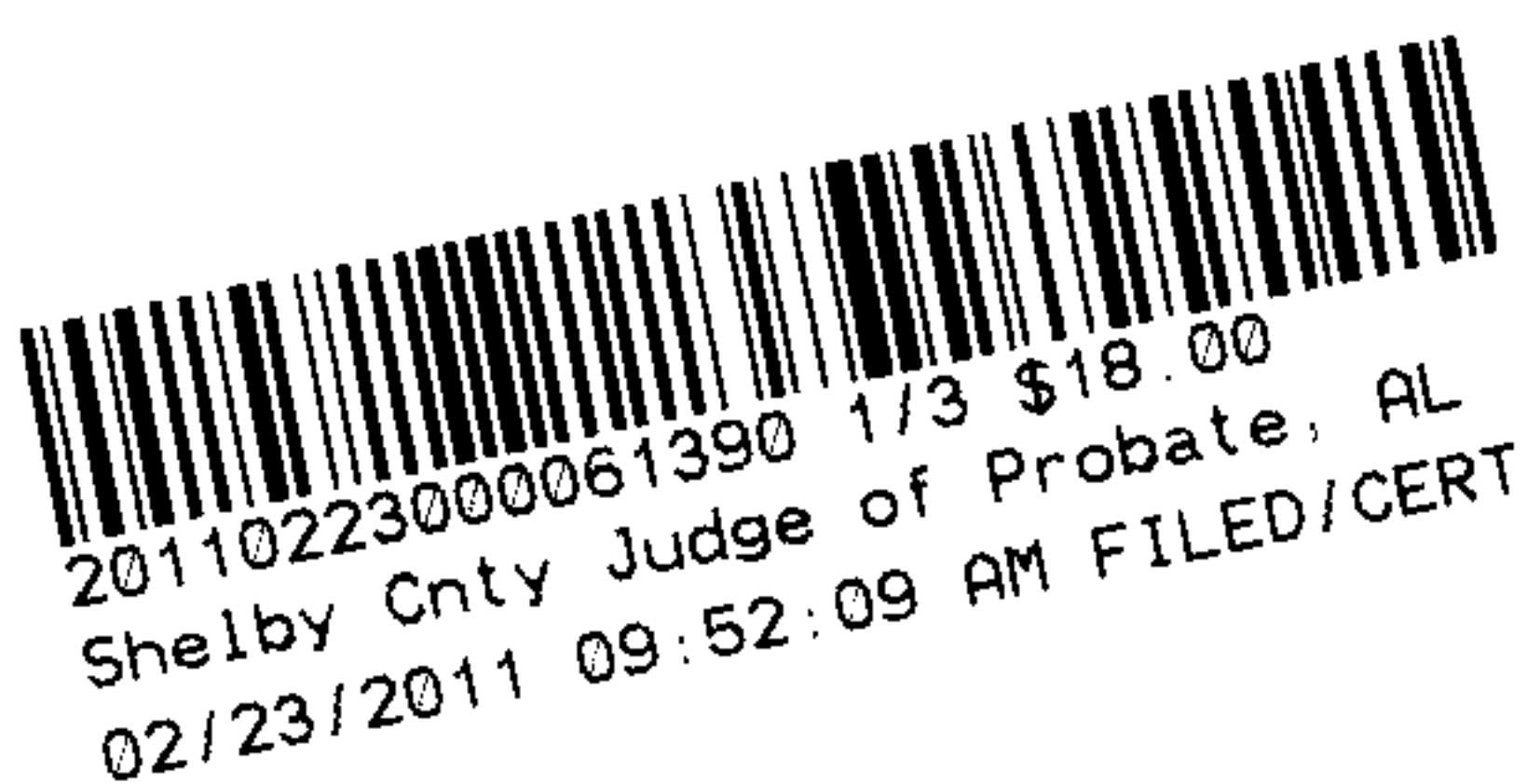
**4021 GREYSTONE DRIVE  
BIRMINGHAM, AL 35242**

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

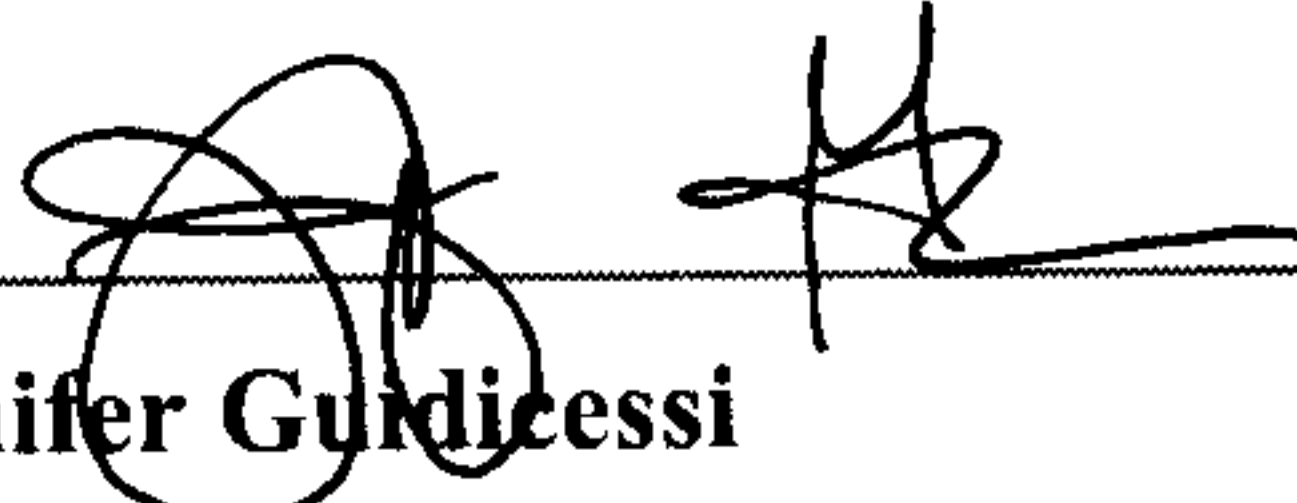
- **TO ADD THE DECLARATION VERBIAGE: THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY; TO PAGE 1 OF THE PUD RIDER.**

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.

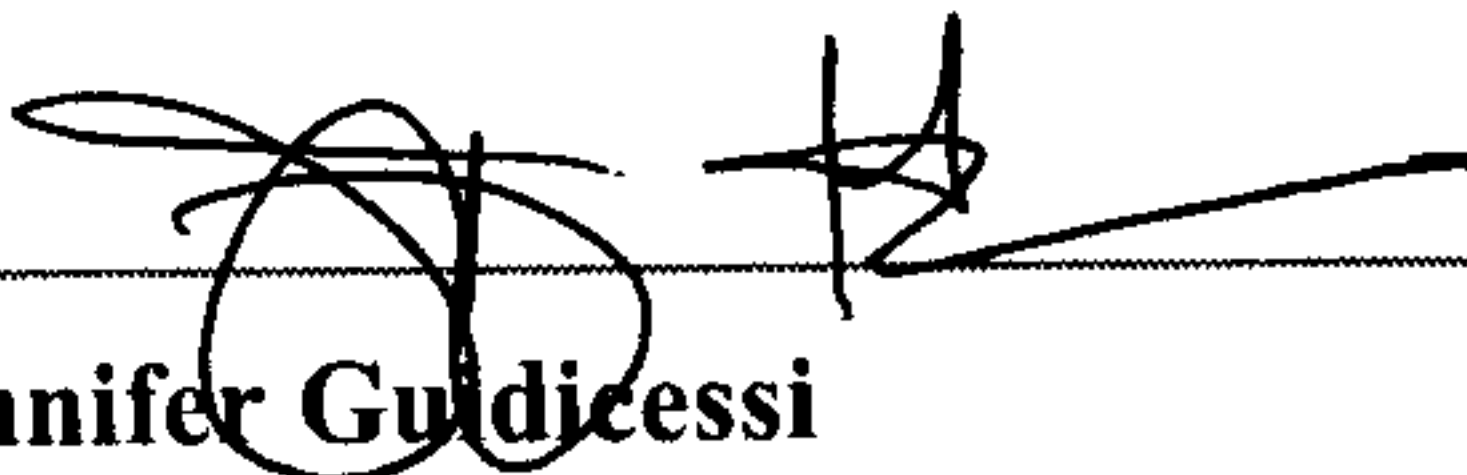
Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in 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.

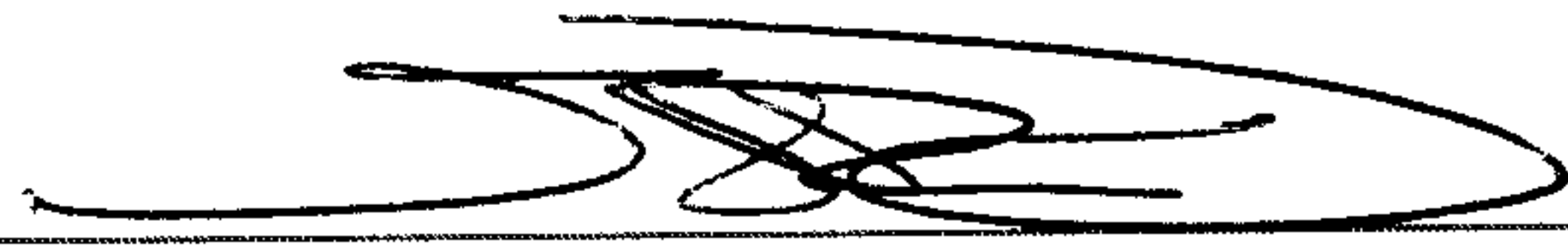


**Bank of America, N.A.**


  
By: **Jennifer Guldicessi**  
Its: **Vice President**

**Mortgage Electronic Registration Systems, Inc.**

  
By: **Jennifer Guldicessi**  
Its: **Vice President**

  
**GEORGE SIDES**

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

  
20110223000061390 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
02/23/2011 09:52:09 AM FILED/CERT

STATE OF AL )  
COUNTY OF Shelby ) SS.  
On this 24<sup>th</sup> Day of January 2010, BEFORE ME,  
Cindy Y. Snider, (Notary Public)

personally appeared, **GEORGE SIDES**, 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

Cindy Y. Snider  
Notary Public

(SEAL)

Commission Expires: \_\_\_\_\_

CINDY Y. SNIDER  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
September 27, 2011

STATE OF CALIFORNIA

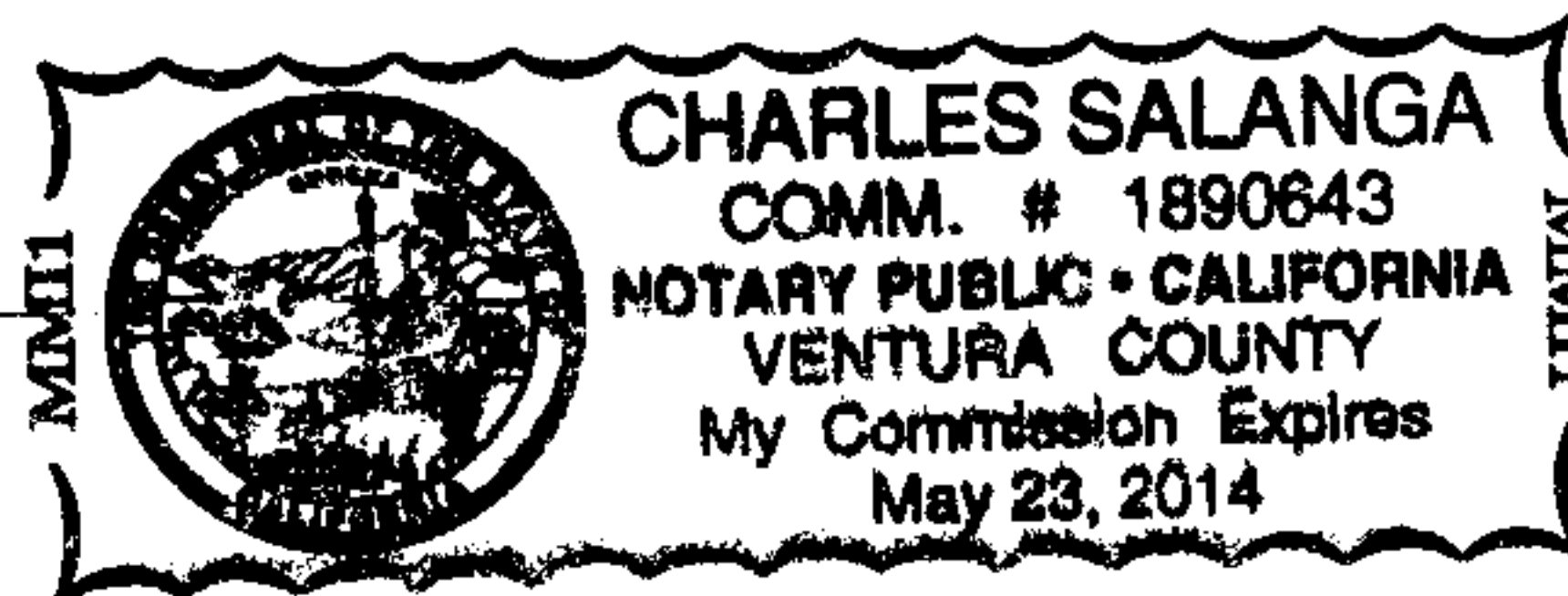
COUNTY OF Ventura

On 2/11/2011 before me, **Charles Salanga**, 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)



20110223000061390 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
02/23/2011 09:52:09 AM FILED/CERT