

Recording Requested by
BAC Home Loans Servicing, LP

AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
1800 Tapo Canyon Road CA6-914-01-59 59
Simi Valley, CA 93063
Prepared by: **VICTOR RODRIGUEZ**
DOC. ID#: **95002611916770532**

Space Above for Recorder's Use

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

This Loan Modification Agreement (the "Agreement"), made this **7th** day of **December , 2010** between **BOBBY POE,JR, AND HIS WIFE ,** (the "Borrowers") and **BAC Home Loans Servicing, LP ,** ("Lender"), amends and supplements that certain **MORTGAGE (HOME EQUITY LINE OF CREDIT)** between, **AMERICA'S WHOLESALE LENDER ,** and **BOBBY POE,JR, AND HIS WIFE ,** dated **March 07, 2003** and recorded on **March 17, 2003** as Instrument Number **20030317000158050** 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:

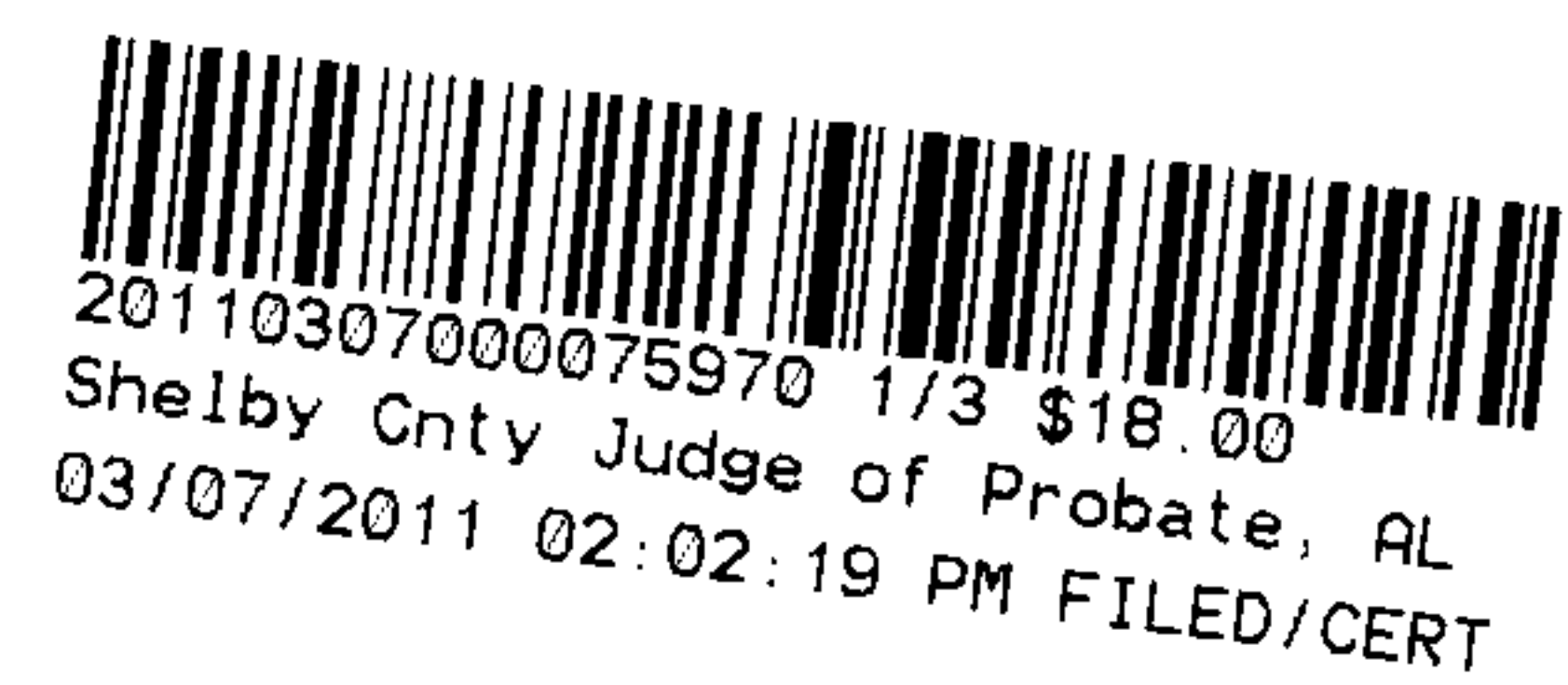
**209 SHALIMAR CIRCLE
ALABASTER, AL 35007**

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 PAGE 5 OF 5 OF THE MORTGAGE (HOME EQUITY LINE OF CREDIT).**
- .

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.

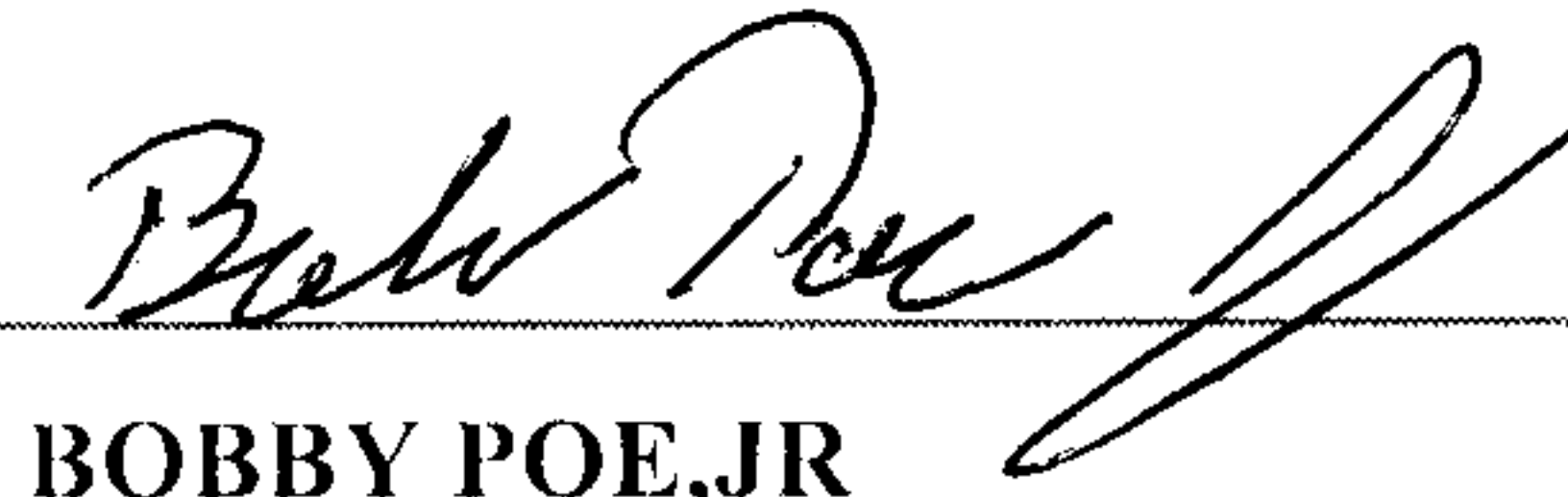
Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and BAC Home Loans Servicing, LP shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain 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.



BAC Home Loans Servicing, LP



By: Jennifer Guidicessi
Its: Assistant Vice President



BOBBY POE, JR

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



20110307000075970 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
03/07/2011 02:02:19 PM FILED/CERT

STATE OF Alabama

COUNTY OF Montgomery

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

Angelia Mastantonio, (Notary Public)

personally appeared, **BOBBY POE, JR.**, 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

Angelia Mastantonio
Notary Public

(SEAL)

Commission Expires:
MY COMMISSION EXPIRES JANUARY 10, 2011

STATE OF CALIFORNIA

COUNTY OF Ventura

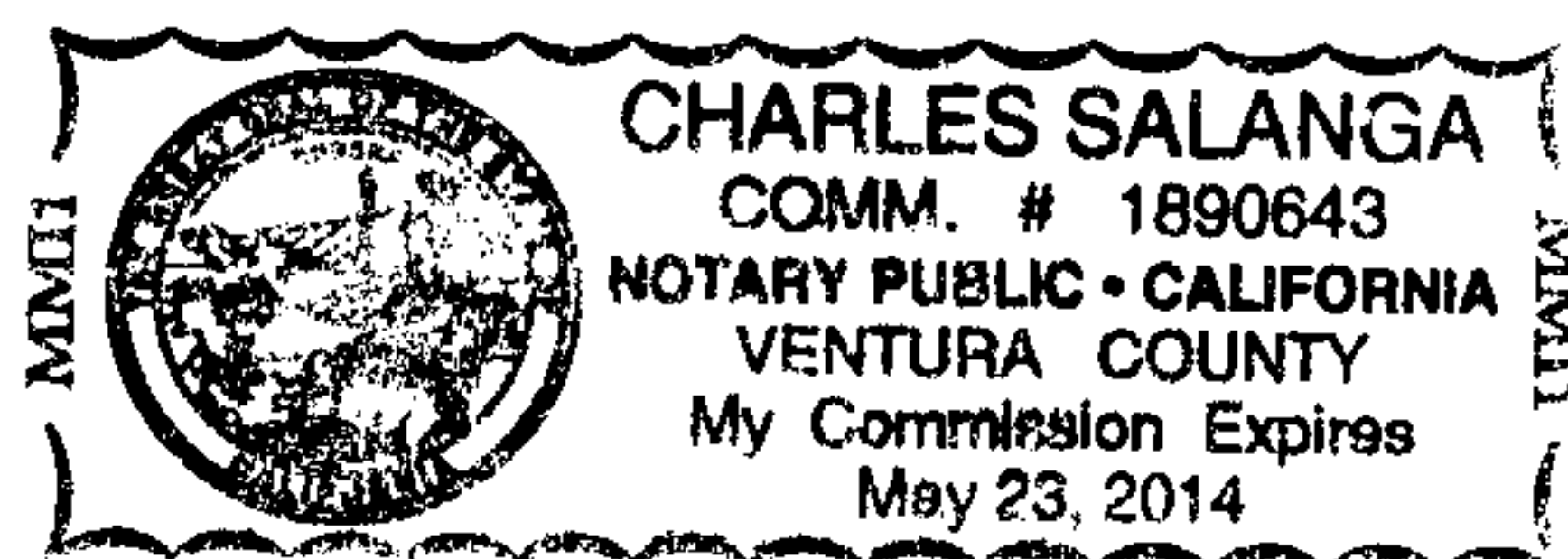
On 1/12/2011 before me, **Charles Salanga**, Notary Public, personally appeared **Jennifer Guidicessi**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

[Signature]



(SEAL)