
20111024000316390 1/5 \$35.40
Shelby Cnty Judge of Probate, AL
10/24/2011 12:36:06 PM FILED/CERT

..... *[Space Above This Line For Recording Data]*.....
LOAN MODIFICATION AGREEMENT

STATE: AL
COUNTY: SHELBY

GRANTOR(S): RALPH WENDEL AND ALICE HARRIS

GRANTEE: BANK OF AMERICA, N.A.

When recorded mail to:

First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS

TITLE#: 6873865

RECORDING REQUESTED BY:
Bank of America, N.A.
Attn Home Retention Division: CA6-919-01-43
400 National Way
Simi Valley, CA 93065

When recorded mail to: #:6873865
First American Title
Loss Mitigation Title Services 75.26
P.O. Box 27670
Santa Ana, CA 92799
RE: HARRIS - MOD REC SVC

Loan #: 114800557

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



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LOAN MODIFICATION AGREEMENT (Fixed Interest Rate-Recorded)

This Loan Modification Agreement ("Agreement"), made this 10th day of August 2011, between RALPH WENDEL HARRIS, ALICE VIRGIN HARRIS and Bank of America, N.A. (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 26th day of October 2005 and recorded on the 14th day of November 2005 in Book No. None, Page No. None as Document No. 20051114000593620 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 in the 'Property', located at 1120 LAKE POINT COURT, BIRMINGHAM, AL 35244.

Legal

Original Principal \$325,000.00

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 September 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$332,513.10, consisting of the amount(s) loaned to the Borrower by Lender, which may include, but are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
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 6.125% from the 1st day of August 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,196.42 beginning on the 1st day of September 2011, 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 November 2035 (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. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6803 or at such other place as the Lender may require.
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.
7. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

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

Ralph Wendell Harris
RALPH WENDEL HARRIS
Alice Virginia Harris
ALICE VIRGIN HARRIS

8/15/11
Date
8-15-11
Date

STATE OF ALABAMA
County OF SHELBY

On 8, AUGUST 2011 Before me, JULIA KVEDDER SIMS Notary Public, personally appeared
RALPH WENDEL HARRIS AND ALICE VIRGIN HARRIS

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 to 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 Julia Kvedder Sims
Do Not Write Below This Line.

Alabama State at Large
My Commission Expires
September 26, 2011

THIS SECTION IS FOR INTERNAL BANK OF AMERICA, N.A. USE ONLY

By: [Signature]

Dated: 10-5-11

STATE OF _____

County OF _____

On _____ Before me, _____ Notary Public, personally appeare

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 to 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

ACKNOWLEDGMENT

State of California
County of Ventura

On October 05, 2011 before me, Sophia Rincon, Notary Public
(insert name and title of the officer)

personally appeared Brian Simon, AVP
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

[Handwritten Signature]

(Seal)

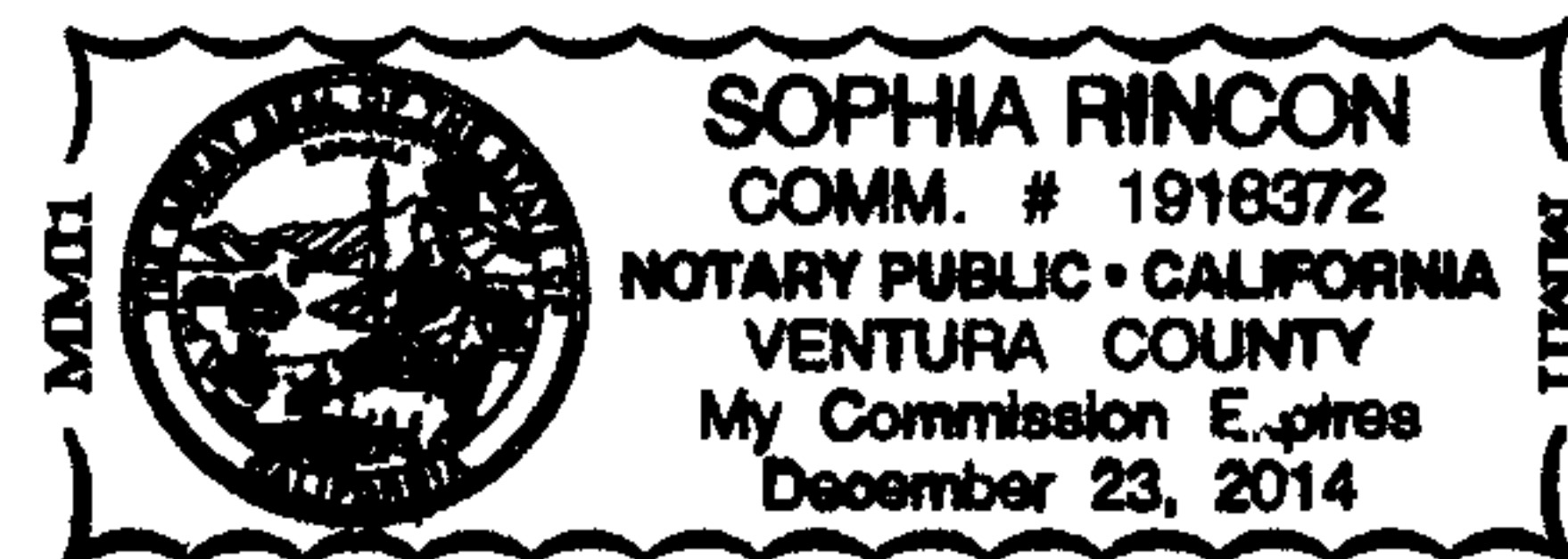


Exhibit A

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[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Lot 2052, according to the Survey of Lake Point Estates, 1st Addition, as recorded in Map Book 17, Page 14, in the Probate Office of Shelby County, Alabama.

Subject to: all easements, restrictions and rights of way of record.

The proceeds of this loan have been applied to the refianance of the property.