  
20111117000347860 1/5 \$208.65  
Shelby Cnty Judge of Probate, AL  
11/17/2011 12:37:25 PM FILED/CERT

**Recording Requested by/  
After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

**This document was prepared by**

Home Retention Services, Inc.,  
Modifications Department  
9700 Bissonnet Street  
Suite 1500  
Houston, TX 77036  
1.855.664.8124  
By: Myra LeBlanc, VP

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**LOAN MODIFICATION AGREEMENT**

Order ID: 5067444

Project ID: 81925

Loan Number: 20136302

MIN Number: 100015700010575377

Borrower: JOE BENNETT and MELISSA BENNETT

Original Loan Amount: \$125,389.00

Recording Reference: See Exhibit 'B'



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Recording Requested by  
BAC Home Loans Servicing, LP  
WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP  
Post Office Box 10266  
Van Nuys, CA 91410-0266  
Attention: Document Control



610 020136302 MOD 001 002

DocID#: 065201363027105A

Space Above for Recorder's Use

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on December 7, 2009 between Joe Bennett, Melissa Bennett (the "Borrower(s)") and BAC Home Loans Servicing, LP ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated June 24, 2002 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 121 Pebble Dr, Alabaster, AL 35007.

The real property described being set forth as follows:

#### SAME AS IN SAID SECURITY INSTRUMENT

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

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of One Hundred Twenty Three Thousand, Sixty Three Dollars And Thirty Three Cents, (U.S. Dollars) (\$123,063.33). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2040.

The Borrower[s] 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 Borrower[s] 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 first 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 is a subsidiary of Bank of America, N.A.

SIGNED AND ACCEPTED THIS 14 DAY OF DECEMBER  
BY

Joe Bennett  
Joe Bennett

Melissa Bennett  
Melissa Bennett

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of ALABAMA, County of St. Clair On this 14 day of December,  
2009 before me the undersigned, a Notary Public in and for said State, personally appeared

Joe Bennett and Melissa Bennett

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 that they executed the  
same.

Witness my hand and official seal.

Signature Susan B. Benner

Susan B. Benner  
Name (typed or printed)

My commission expires: 2/13/2010

As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

CO-OWNER(S)

Co-Owner(s) Signature

Dated: \_\_\_\_\_

Co-Owner(s) Name (typed or printed)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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 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 \_\_\_\_\_

As evidenced by the signature below, the Lender agrees to the foregoing.

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Mortgage Electronic Registration Systems, Inc.-

Nominee for Bank of America N.A. as successor by

Merger to BAC Home Loans Servicing, LP

By: Myra Leblanc, Vice President

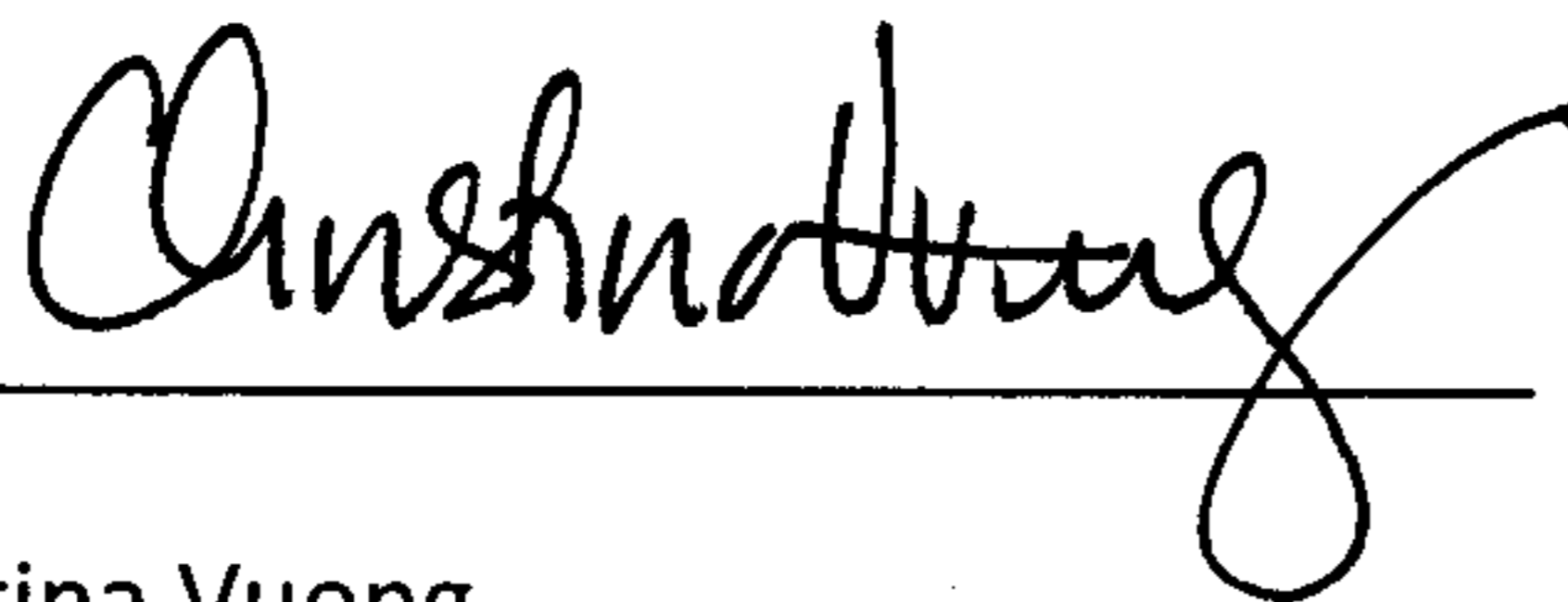
STATE OF TEXAS

COUNTY OF HARRIS

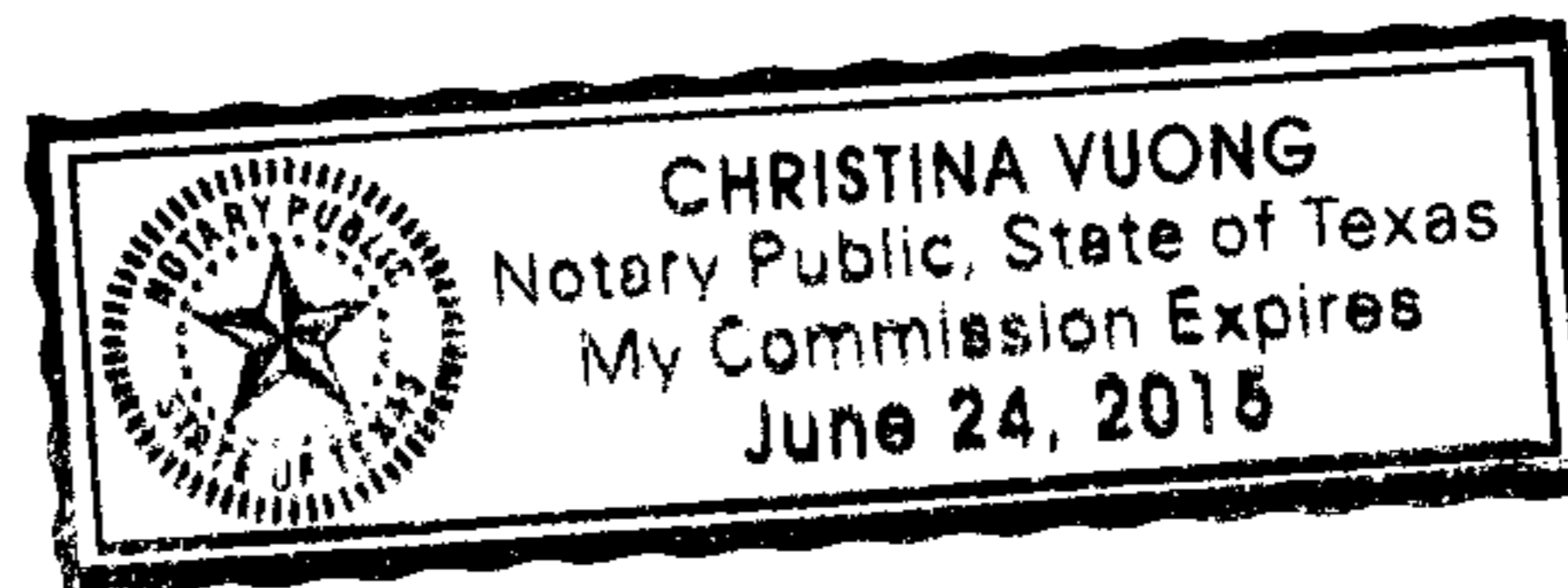
On November 3, 2011 before me, Christina Vuong Notary Public, personally appeared Myra Leblanc personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature




Christina Vuong



My commission expires: June 24, 2015

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**EXHIBIT B**

Borrower Name: JOE BENNETT and MELISSA BENNETT

Property Address: 121 PEBBLE DR, ALABASTER, AL 35007

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 07/02/2002 as Instrument/Document Number: 20020702000308850, and/or Book/Liber Number: N/A at Page Number: N/A in the real records of SHELBY County, State of AL.

**Additional County Requirements:**

Original Loan Amount: \$125,389.00

PIN /Tax ID: N/A

Section: N/A

Lot: N/A

Block: N/A

