

Shelby Cnty Judge of Probate, AL 11/22/2011 12:46:42 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

LOAN MODIFICATION AGREEMENT

Order ID: 5102274

Project ID: 162800

Loan Number: 183550447

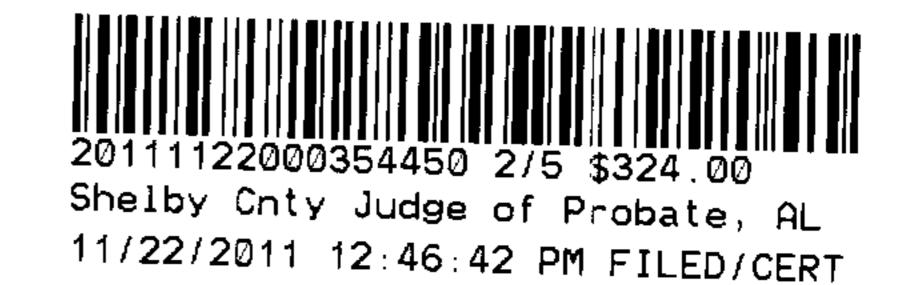
MIN Number: 100216100000334033

Borrower: JASON JERNIGAN and WENDI JERNIGAN

Original Loan Amount: \$188,028.00

Recording Reference: See Exhibit 'B'





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

DocID#: 0651835504477105A

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on March 16, 2011 between Jason Earl Jernigan, Wendi Cline Jernigan (the "Borrower(s)") and BAC Home Loans Servicing, LP ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated April 25, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 124 Thatcher Road, Vincent, AL 35178.

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

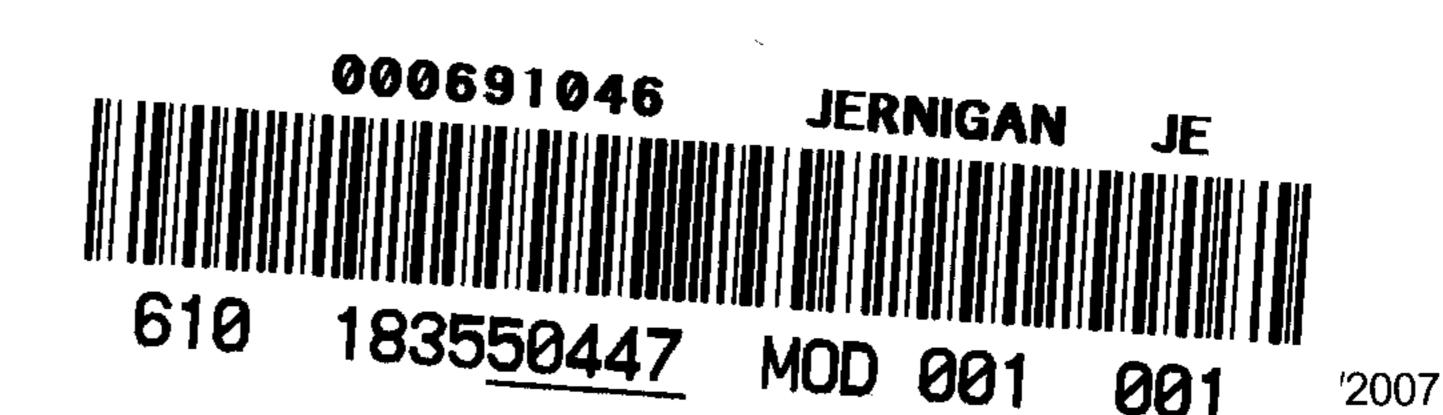
In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

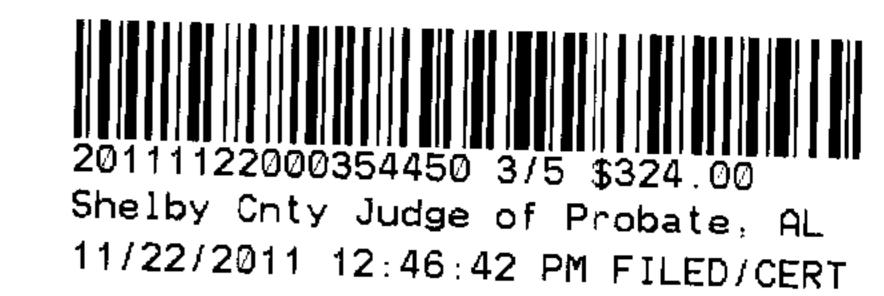
The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of One Hundred Ninety Nine Thousand, Nine Hundred Thirty Eight Dollars And Forty Two Cents, (U.S. Dollars) (\$199,938.42). 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 May 1, 2041.

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,



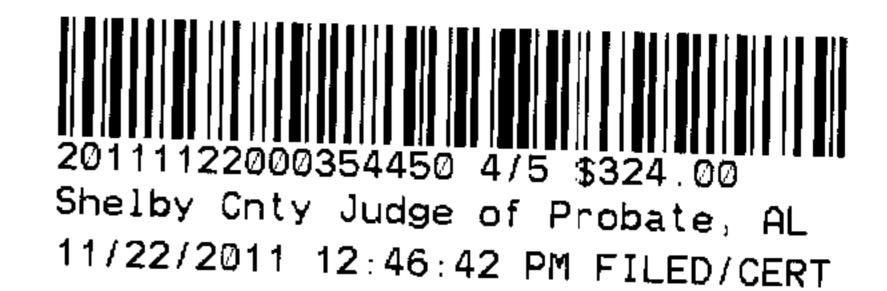


SIGNED AND ACCEPTED THIS 28th DAY OF MARCH BY Wendi Cline Jernigan (ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of ALABAMA, County of Shelby On this 28th day of March, Defore me the undersigned, a Notary Public in and for said State, personally appeared JASON EAR! JERNIAM AND WEND Clive JERNIANN 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 ____________________ executed the same. Signature Plannie Partnels

Jeannie Partridge

Name (typed or printed) Witness my hand and official seal. My commission expires: October 26, 2013 as evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage. CO-OWNER(S) Dated: Co-Owner(s) Signature Co-Owner(s) Name (typed or printed) STATE OF COUNTY OF before me, On ______ 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.

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 17, 2011 before me, Aondrea M. Smith Notary Public, personally appeared <u>Myra Leblanc</u> 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 <u>she</u> executed the same in <u>her</u> authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

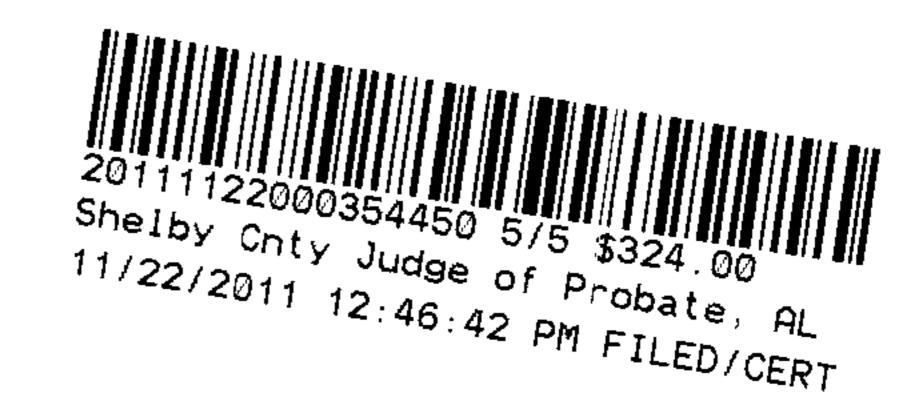
Witness my hand official seal.

Signature_

Aondrea M. Smith

My commission expires: March 28, 2012

AONDREA M. SMITH
Notary Public, State of Texas
My Commission Expires
March 28, 2012



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MIN Number: 100216100000334033

Project ID: 162800

EXHIBIT B

Borrower Name: JASON JERNIGAN and WENDI JERNIGAN

Property Address: 124 THATCHER ROAD, VINCENT, AL 35178

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 05/02/2008 as Instrument/Document Number: 20080502000180560, 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: \$188,028.00

Current UPB: \$199,938.42



