



20111205000366050 1/6 \$225.45
Shelby Cnty Judge of Probate, AL
12/05/2011 01:19:54 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: 5106432

Project ID: 163817

Loan Number: 186182277

MIN Number: 100085300005970215

Borrower: RACHEL SMITH and MICHAEL SMITH

Original Loan Amount: \$126,148.00

Recording Reference: See Exhibit 'B'



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Recording Requested by
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
7105 Corporate Drive
(PTX-B-36)
Plano, TX 75024
DocID#: 0651861822777105A

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on March 17, 2011 between RACHEL SMITH and MICHAEL SMITH (the "Borrower(s)") and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the November 7, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 705 3RD AVENUE SW, ALABASTER, AL 35007.

The real property described being set forth as follows:





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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 thirty two thousand two hundred twenty three and 81/100, (U.S. Dollars) (\$132,223.81). 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, a subsidiary of 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 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.

SIGNED AND ACCEPTED THIS 25th DAY OF March, 2011

BY

Rachel Smith
RACHEL SMITH

Michael Smith
MICHAEL SMITH

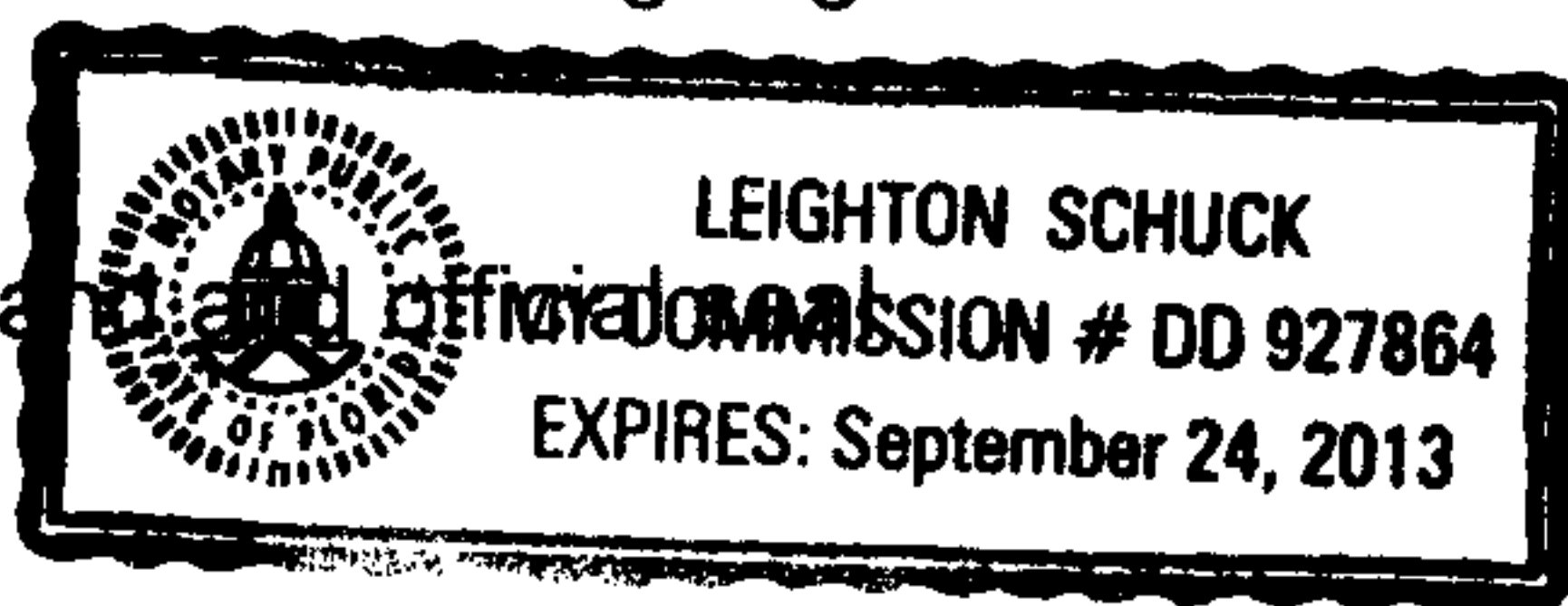
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Florida, County of Escambia On this 25th day of March,
2011 before me the undersigned, a Notary Public in and for said State, personally appeared

Rachel Smith and Michael Smith

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

Leighton Schuck

Name (typed or printed)

My commission expires: 9-24-13

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, _____

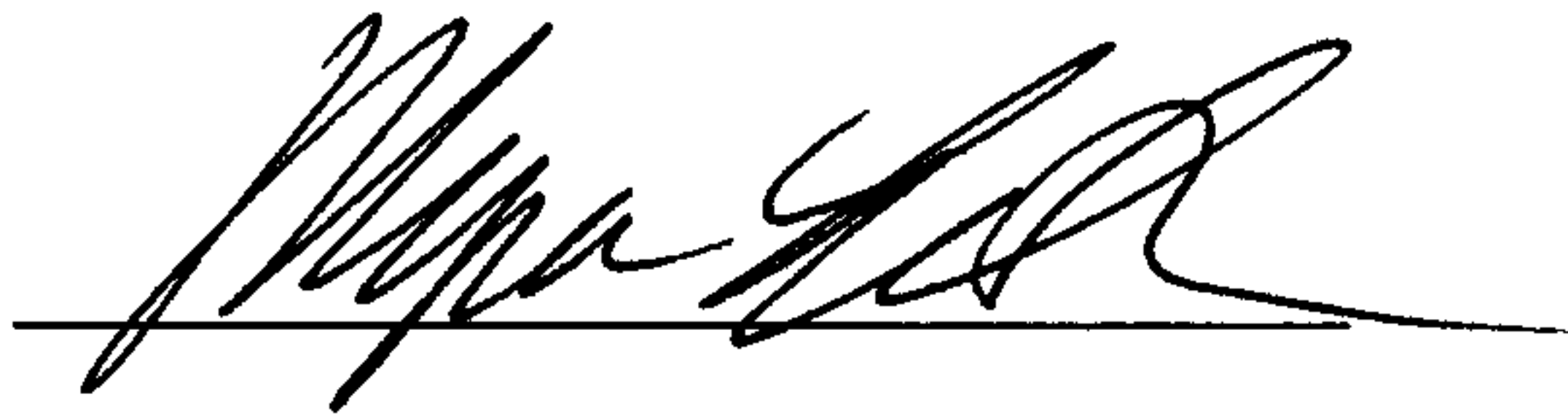
Notary Public, personally appeared _____

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

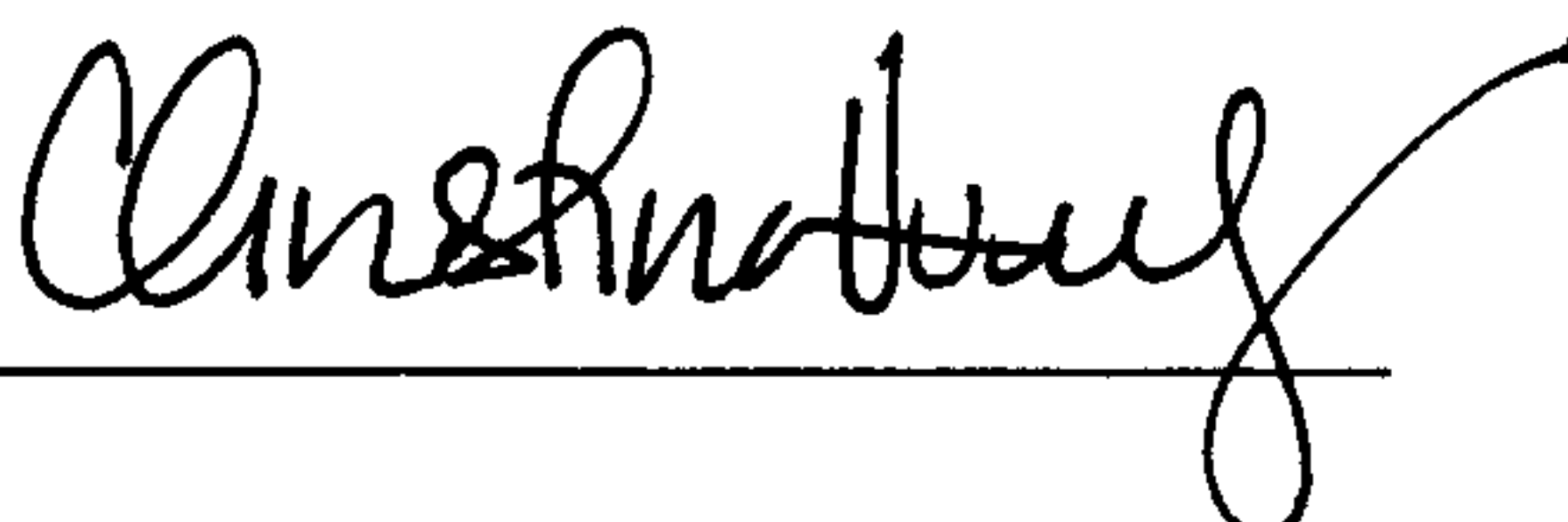
By: Myra Leblanc, Vice President

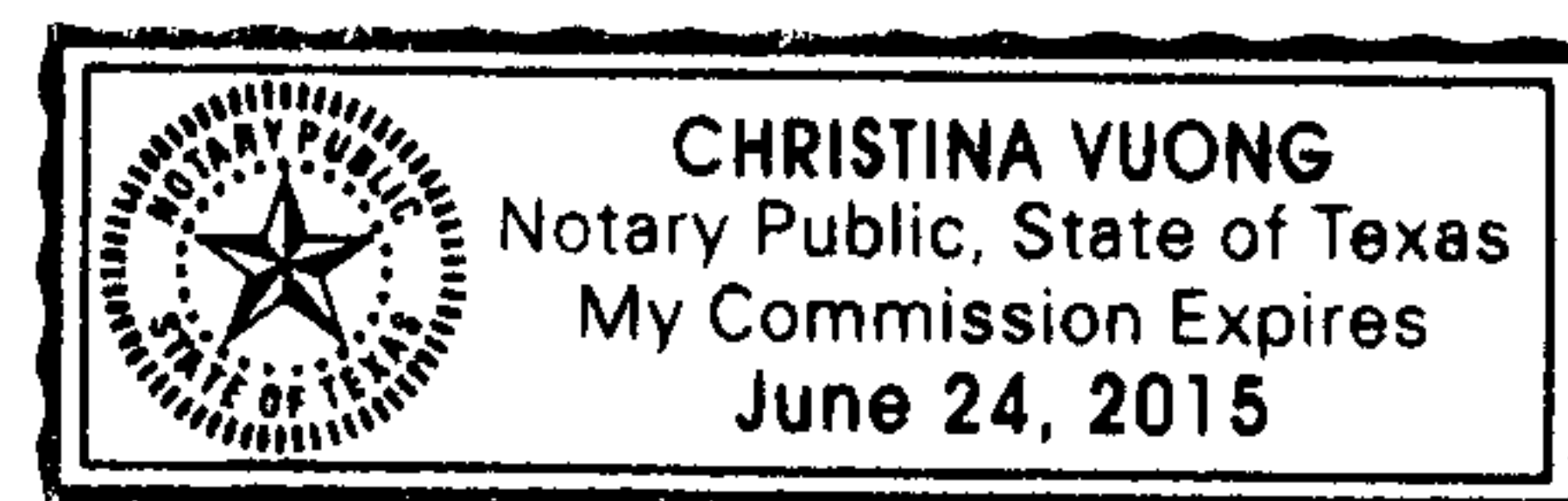
STATE OF TEXAS

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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MIN Number: 100085300005970215

EXHIBIT B

Borrower Name: RACHEL SMITH and MICHAEL SMITH

Property Address: 705 3RD AVENUE SW, ALABASTER, AL 35007

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 10/08/2008 as Instrument/Document Number: 20081008000397780, 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: \$126,148.00

Current UPB: \$132,223.81

