

20120224000066590 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
02/24/2012 01:41:46 PM FILED/CERT

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
Simi Valley, CA 93063
Prepared by: **VICTOR RODRIGUEZ**
DOC. ID#: **02406817519444346**

Space Above for Recorder's Use

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

MIN#: 100015700041135548

This Loan Modification Agreement (the "Agreement"), made this **25th** day of **October**, **2010** between **MICHAEL P LYONS, AN UNMARRIED MAN, AND JAMES M LYONS, A MARRIED MAN**, (the "Borrowers") and **BAC Home Loans Servicing, LP**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee") amends and supplements that certain **MORTGAGE (HOME EQUITY LINE OF CREDIT)** dated **September 01, 2004** and granted or assigned to **Mortgage Electronic Registration Systems, Inc.**, as mortgagee of record (solely as nominee for Lender and lender's successors and assigns, **P.O. Box 2026, Flint, Michigan 48501-2026**) and recorded on **October 05, 2004** as **Instrument Number 20041005000548990** in the Official Records of the **AUTAUGA** County, State of **ALABAMA** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**517 BARONNE ST
HELENA, AL 35080**

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 OF THE MORTGAGE ON PG 6**

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.



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BAC Home Loans Servicing, LP

By: **Jennifer Guidicessi**
Its: **Assistant Vice President**

Mortgage Electronic Registration Systems, Inc.

By: **Jennifer Guidicessi**
Its: **Assistant Vice President**

MICHAEL P LYONS

11/8/10

JAMES M LYONS

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Alabama

COUNTY OF Baldwin

On this 8th Day of November 2010, BEFORE ME,

Robbie H. Hansen, (Notary Public)

personally appeared, **MICHAEL P LYONS, AND JAMES M LYONS**, 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

Robbie H. Hansen
Notary Public

(SEAL)

Commission Expires: 10/25/2014

STATE OF CALIFORNIA

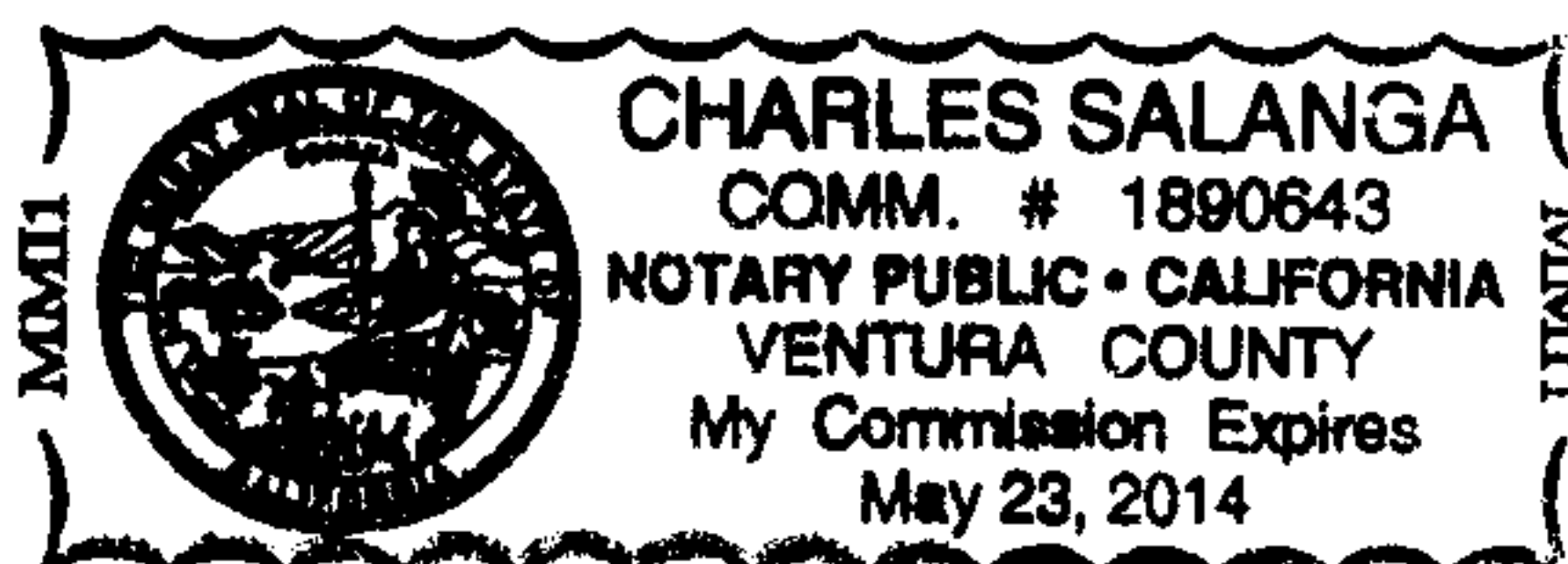
COUNTY OF Ventura

On November 23, 2010 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)