
20120806000287080 1/7 \$457.80
Shelby Cnty Judge of Probate, AL
08/06/2012 02:02:58 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: 5070854
Loan Number: 22570477
Borrower: WILLIE SIMMONS and YUMEKO SIMMONS

Project ID: 131965
MIN Number: 100029500024977914

Original Loan Amount: \$269,837.00
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#: 0651701199207105A

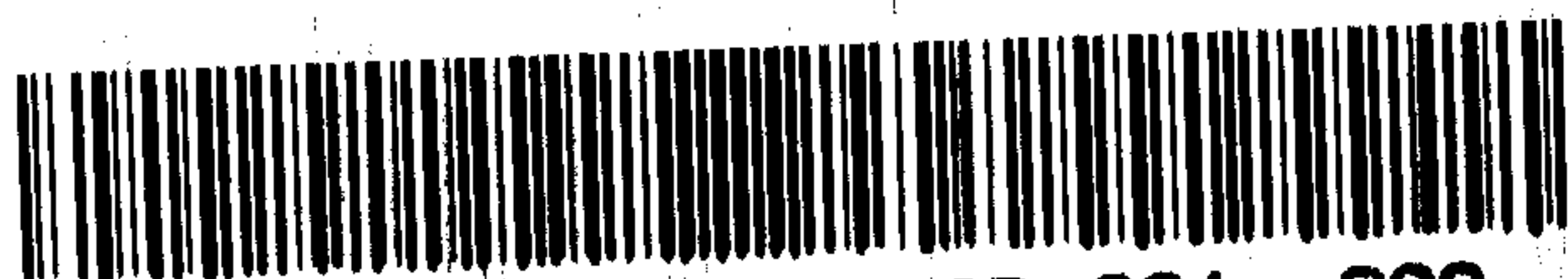
Space Above for Recorder's Use

22570477

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on December 11, 2010 between WILLIE SIMMONS and YUMEKO SIMMONS (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 April 21, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 1024 KINGS WAY, BIRMINGHAM, AL 35242.

The real property described being set forth as follows:



610 022570477 MOD 001 003


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 two hundred eighty five thousand one hundred seventy and 92/100, (U.S. Dollars) (\$285,170.92). 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, 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.


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SIGNED AND ACCEPTED THIS 17th DAY OF Dec 2010

BY

Willie Simmons
WILLIE SIMMONS

Yumeko Simmons
YUMEKO SIMMONS

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of AL, County of St Clair On this 17th day of Dec,
2010 before me the undersigned, a Notary Public in and for said State, personally appeared

Willie Simmons + Yumeko Simmons
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 Kimberly H Hands

Kimberly H Hands
Name (typed or printed)

My commission expires: 5/6/2013

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 _____

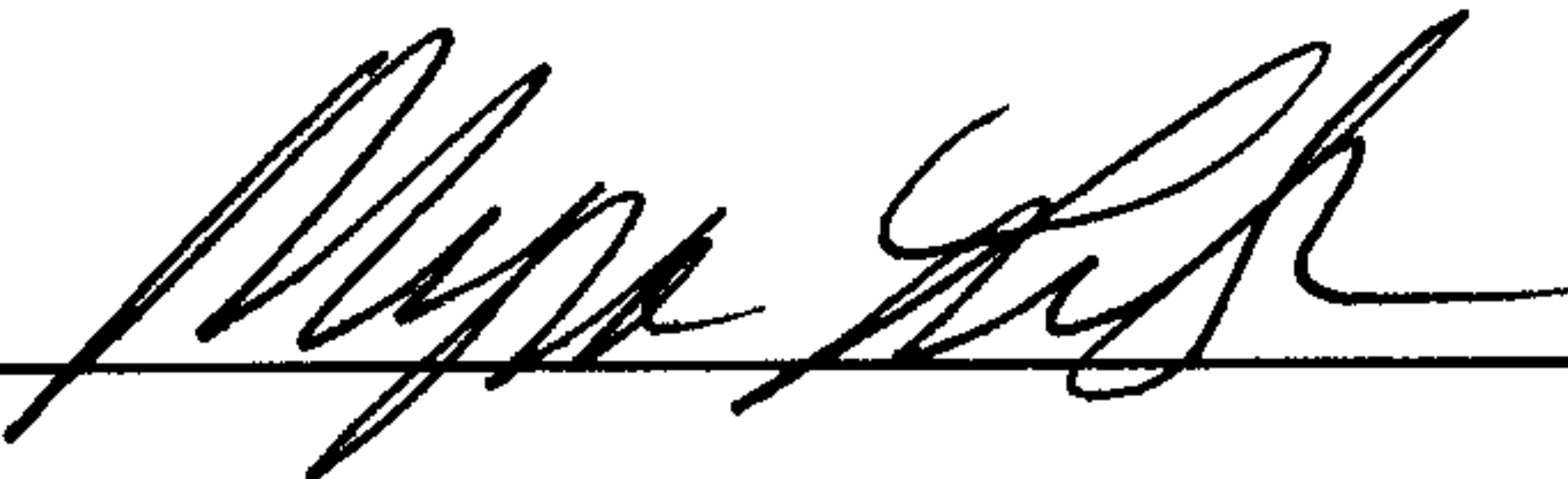
20120806000287080 4/7 \$457.80
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DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as by successor by merger to BAC Home Loans Servicing, L.P.

By: Stewart Lender Services, Inc., its attorney in fact

By: 


Myra Leblanc, V.P., Stewart Lender Services, Inc.

7-18-12

Date

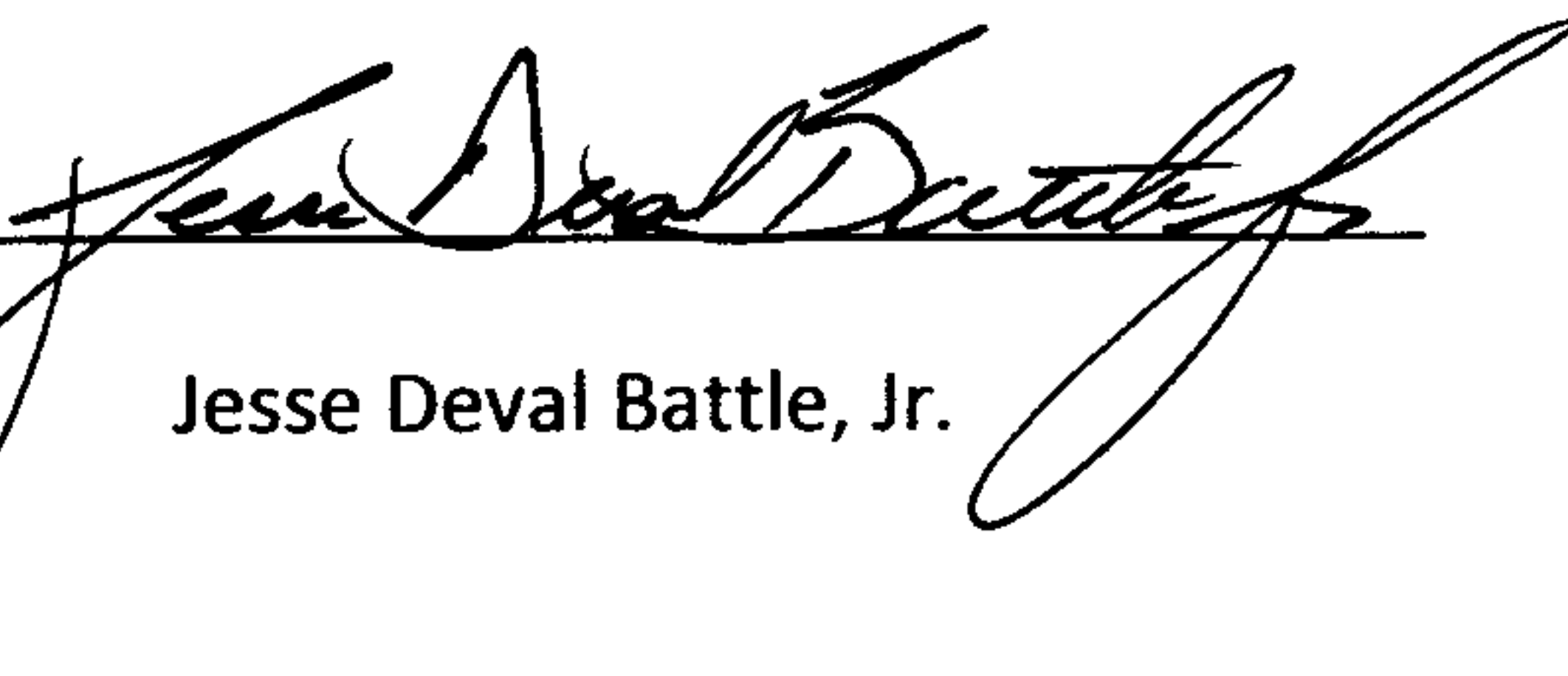
STATE OF TEXAS

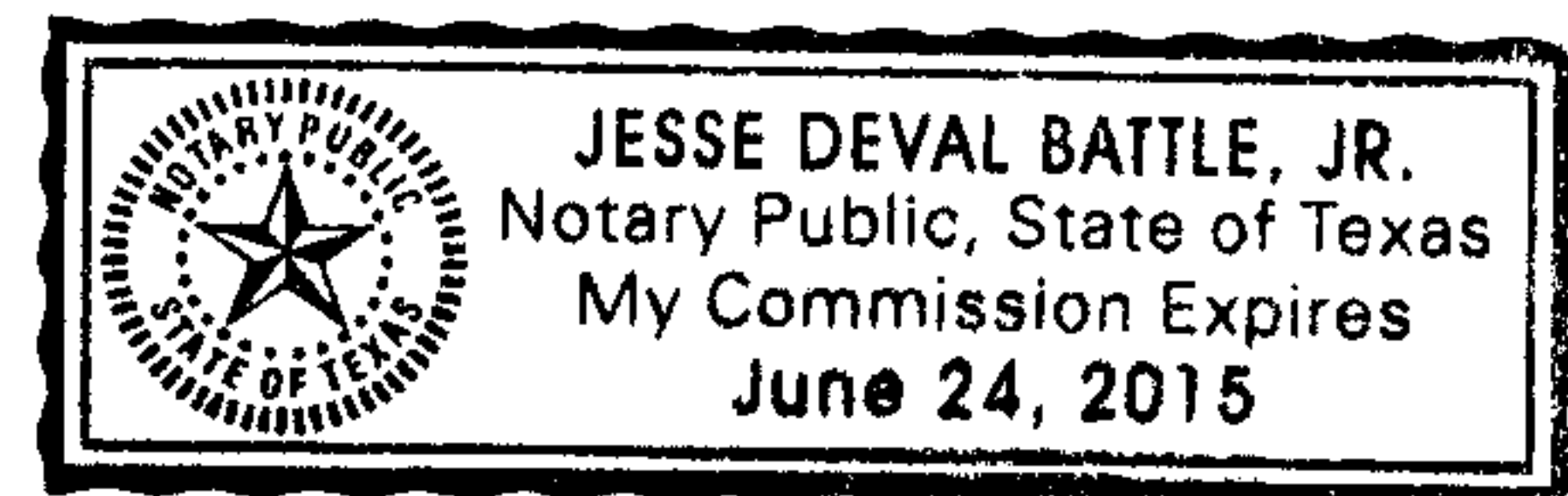
COUNTY OF HARRIS


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On July 18, 2012 before me, Jesse Deval Battle, Jr. Notary Public-Stewart Lender Services, Inc., personally appeared Myra Leblanc, V.P., Stewart Lender Services, Inc. personally known to me 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 
Jesse Deval Battle, Jr.



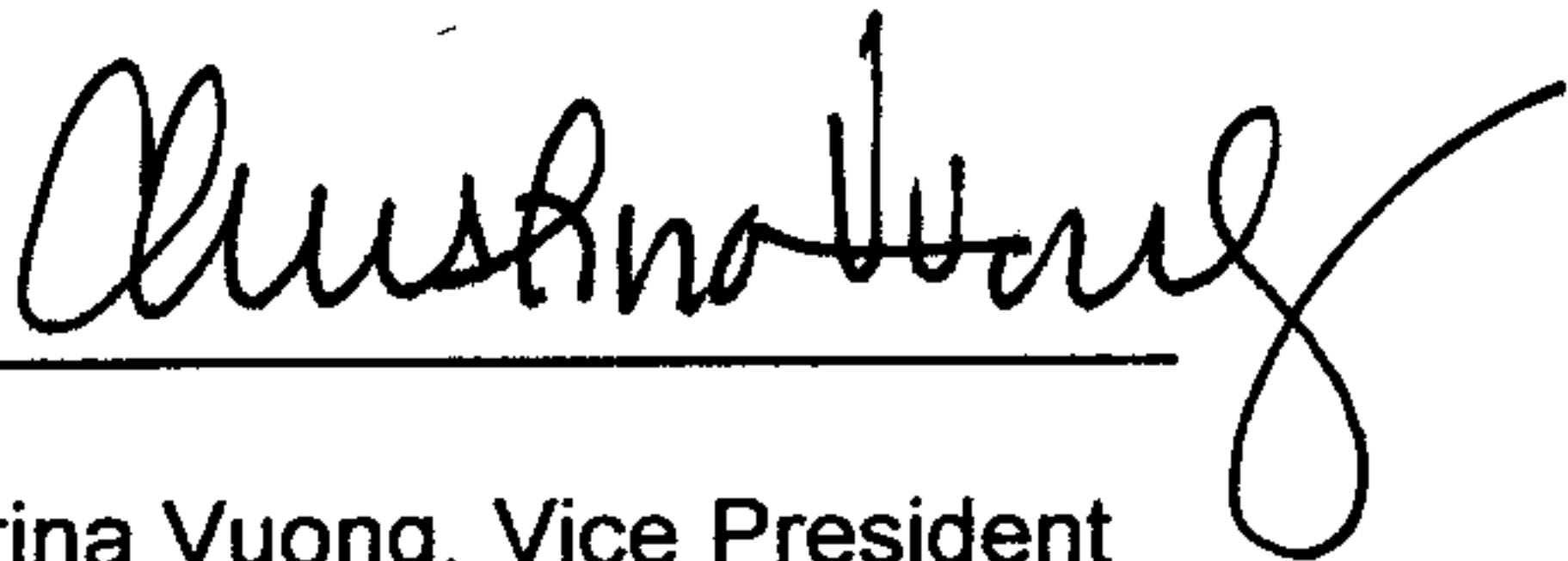
My commission expires: June 24, 2015

Signatures continue on the following page

DO NOT WRITE BELOW THIS LINE


THIS SECTION IS FOR INTERNAL USE ONLY

Mortgage Electronic Registration Systems, Inc. (MERS),
as Nominee for Bank of America N.A., successor by merger to BAC Home Loans Servicing, LP

By:  Date 7/18/2012
Christina Vuong, Vice President


STATE OF TEXAS

COUNTY OF HARRIS


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On July 18, 2012 before me, Karen Clark, Notary Public-Stewart Lender Services, Inc., personally appeared Christina Vuong, Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), as Nominee for Bank of America N.A., successor by merger to BAC Home Loans Servicing, LP, personally known to me 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 
Karen Clark

My commission expires: February 04, 2014



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

Order ID: 5070854
Loan Number: 22570477
MIN Number: 100029500024977914

Project ID: 131965

EXHIBIT B

Borrower Name: WILLIE SIMMONS and YUMEKO SIMMONS
Property Address: 1024 KINGS WAY, BIRMINGHAM,, AL 35242

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 05/19/2008 as Instrument/Document Number: 20080519000201960, 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: \$269,837.00
Current UPB: \$285,170.92



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