



20120829000326080 1/4 \$234.45  
Shelby Cnty Judge of Probate, AL  
08/29/2012 01:32:35 PM FILED/CERT

Recording Requested by

Bank of America, N.A.

WHEN RECORDED MAIL TO:

Bank of America, N.A.

1001 Liberty Avenue, Suite 675  
Pittsburgh, PA 15222

*Marital status: A married man and  
his wife. Joint tenants with  
rights of survivorship.*

*orig Mtg Amt: 142588*

*New Mtg Amt: 142269.79*

*New Money Amt: 0*

This document was prepared by Bank of America, N.A. *Kerette Groomes*

See Exhibit B for assignments of record if applicable

Space Above for Recorder's Use

*318766*

*6500*

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on May 26, 2012 between CHRISTOPHER D BENNINGER and ELIZABETH R BENNINGER (the "Borrower(s)") and Bank of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the 24th of July, 2009 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property' (See Exhibit A for Legal Description if applicable), located at 211 YELLOWHAMMER DR, ALABASTER, AL 35007.

The real property described being set forth as follows:

*Inst # 20090729000290750*

**SAME AS IN SAID SECURITY INSTRUMENT**

*prev Mtg Rec. 7/29/2009 Orig Mate date: 8/1/2039*

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 forty-two thousand two hundred sixty-nine and 79/100, (U.S. Dollars) (\$142,269.79). This debt is evidenced 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 June 1, 2042. 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 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 19<sup>th</sup> DAY OF June, 2012  
BY Christopher D Benninger Elizabeth R Benninger  
CHRISTOPHER D BENNINGER ELIZABETH R BENNINGER

Marital Status (mark one):  
☐ Single ☒ Married ☐ Divorced  
☐ Widowed  
☐ Decline to Provide ☐ Other: \_\_\_\_\_

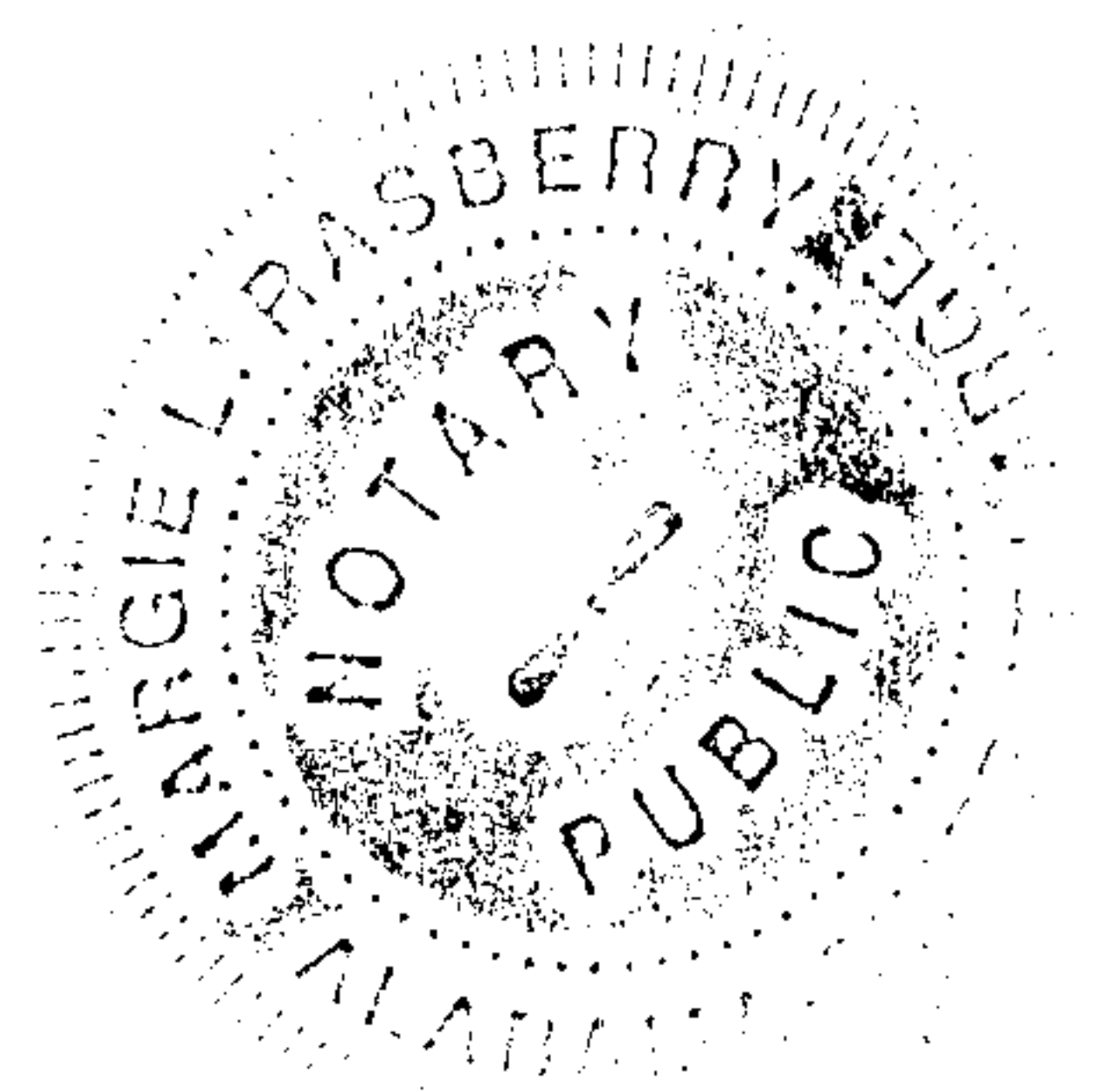
Marital Status (mark one):  
☐ Single ☒ Married ☐ Divorced  
☐ Widowed  
☐ Decline to Provide ☐ Other: \_\_\_\_\_

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Alabama, County of Shelby On this 19<sup>th</sup> day  
of June, 2012 before me the undersigned, a Notary Public in and for said State,  
personally appeared CHRISTOPHER D BENNINGER and ELIZABETH R BENNINGER  
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.

Margie L. Rasberry Notary Signature  
Margie L. Rasberry Notary Public Printed Name Place Seal Here  
07-15-2013 Notary Public Commission Expiration Date



DO NOT WRITE BELOW THIS LINE.

\*\*\*\*\*

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP  
By: Urban Settlement Services, LLC, its attorney in fact

By: \_\_\_\_\_

JUL 25 2012

Date

Name: Eric Blazewicz  
Title : Assistant Secretary

\_\_\_\_\_[Space below this line for Acknowledgement]\_\_\_\_\_

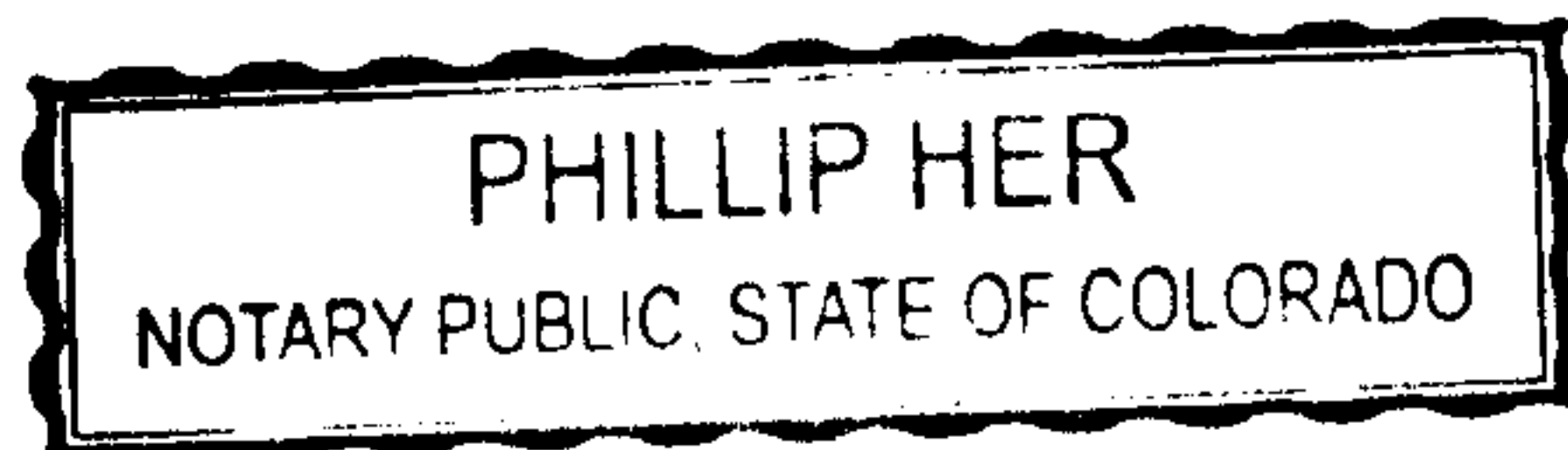
STATE OF Colorado  
COUNTY OF Broomfield

On 7/25/12 before Me, Phillip Her Notary Public, personally  
appeared Eric Blazewicz 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 signature(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.

Phillip Her Notary Signature

Phillip Her Notary Public Printed Name Please Seal Here

12/27/2015 Notary Public Commission Expiration Date



My Comm. Expires December 27, 2015

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EXHIBIT A  
LEGAL DESCRIPTION

TAX ID Number(s): 23-5-22-0-001-030.000

Land situated in the County of Shelby in the State of AL

LOT 2, BLOCK 5 ACCORDING TO THE SURVEY OF MEADOWVIEW, FIRST SECTOR ADDITION, AS  
RECORDED IN MAP BOOK 6, PAGE 109, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 211 Yellowhammer Dr, Alabaster, AL 35007



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