



20120906000337320 1/5 \$662.10
Shelby Cnty Judge of Probate, AL
09/06/2012 02:15:31 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: 7870247
Loan Number: 174795742
Borrower: DAVID FETTEROLF and PAMELA FETTEROLF

Project ID: 164580

Original Loan Amount: \$400,125.00
Recording Reference: See Exhibit 'B'

RECORDING REQUESTED BY:
BAC Home Loans Servicing, LP
Attn Home Retention Division: CA6-919-01-43
400 National Way
Simi Valley, CA 93065

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Loan #: 174795742

-----FOR INTERNAL USE ONLY-----

LOAN MODIFICATION AGREEMENT (Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26th day of March 2011, between DAVID S FETTEROLF, PAMELA B FETTEROLF and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 14th day of December 2007 and in the amount of \$400,125.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the 'Property', located at 31 NOLEN STREET, BIRMINGHAM, AL 35242.

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1 As of the 1st day of June 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$425,394.94 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.875% from the 1st day of May 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,303.62 beginning on the 1st day of June 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of May 2051 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 3 The Borrower will make such payments at 400 National Way, Simi Valley, CA or at such other place as the Lender may require.
- 4 Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 5 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

DAVID S FETTEROLF

PAMELA B FETTEROLF

Dated

Dated

STATE OF

COUNTY OF

On

Before

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

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

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

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

By: Jennifer Phillips

Jennifer Phillips, A.V.P., Stewart Lender Services, Inc.

8/29/12

Date

STATE OF TEXAS

COUNTY OF HARRIS

On August 29, 2012 before me, Patricia Pickens Notary Public-Stewart Lender Services, Inc., personally appeared Jennifer Phillips, A.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 Patricia Pickens

Patricia Pickens



My commission expires: July 16, 2016

Signatures continue on the following page

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THIS SECTION IS FOR INTERNAL USE ONLY

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

By: Jennifer Phillips

Jennifer Phillips, Vice President

8/29/12
Date

STATE OF TEXAS

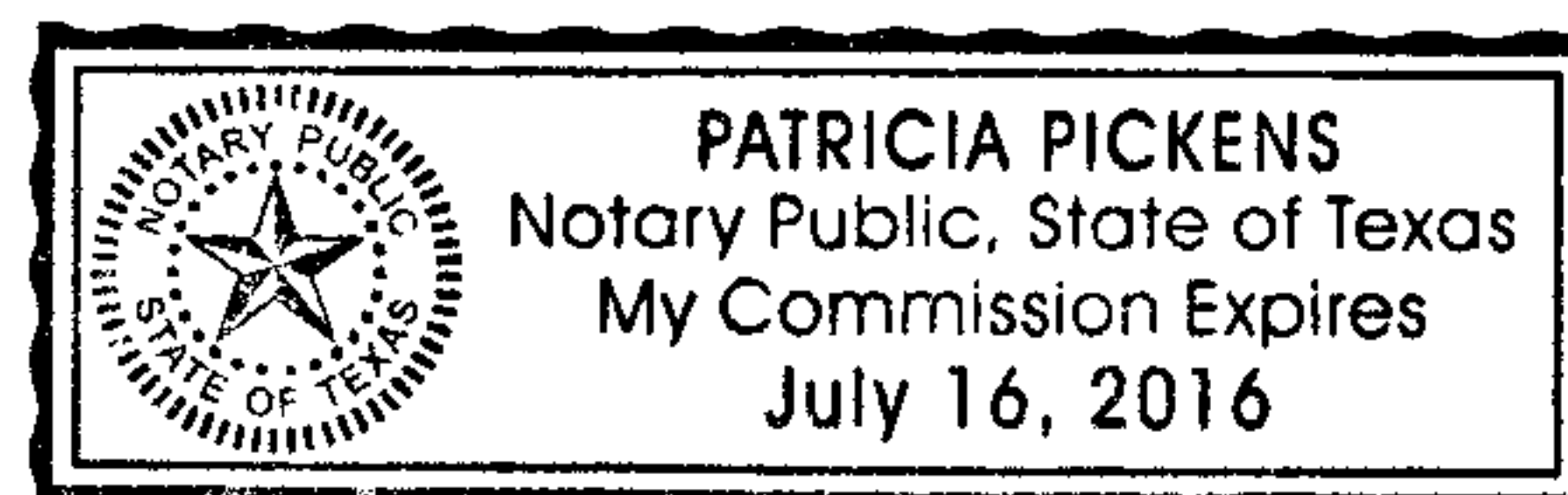
COUNTY OF HARRIS

On August 29, 2012 before me, Patricia Pickens Notary Public-Stewart Lender Services, Inc., personally appeared Jennifer Phillips, Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), as Nominee for Bank of America, N.A., for itself or as 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 Pat Pickens

Patricia Pickens



My commission expires: July 16, 2016


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EXHIBIT B

Borrower Name: DAVID FETTEROLF and PAMELA FETTEROLF
Property Address: 31 NOLEN STREET, BIRMINGHAM, AL 35242

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 12/19/2007 as Instrument/Document Number: 20071218000568190, 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: \$400,125.00
Current UPB: \$425,394.94



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