



20121226000493320 1/5 \$327.15  
Shelby Cnty Judge of Probate, AL  
12/26/2012 02:46:21 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

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**LOAN MODIFICATION AGREEMENT**

Order ID: 9047785

Project ID: 284755

Loan Number: 185631822

Borrower: BRAD LATTA and STEPHANIE LATTA

Original Loan Amount: \$186,996.00

Recording Reference: See Exhibit 'B'

185631822  
210



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12/26/2012 02:46:21 PM FILED/CERT

Recording Requested by  
Bank of America, N.A.  
WHEN RECORDED MAIL TO:

Bank of America, N.A.  
7105 Corporate Drive  
(PTX-B-36)  
Plano, TX 75024  
DocID#: 0654444447105A

Space Above for Recorder's Use

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on July 6, 2011 between BRAD J LATTA and STEPHANIE D LATTA (the "Borrower(s)") and Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the 29th day of September, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 103 FALLING WATERS LANE, MAYLENE, AL 35114. The real property described being set forth as follows:

#### **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 two thousand nine and 26/100, (U.S. Dollars) (\$202,009.26). 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 August 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 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 14<sup>TH</sup> DAY OF July  
BY

Brad J Latta  
BRAD J LATTA

Stephanie D Latta  
STEPHANIE D LATTA

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Alabama County of Shelby On this 14<sup>TH</sup> day of July,  
2011 before me the undersigned, a Notary Public in and for said State, personally appeared

Brad J. Latta and Stephanie D. Latta  
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.

Patricia L. Hicks  
Name (typed or printed)

My commission expires: 12/17/13

Signature

Patricia L. Hicks



\*\*\*\*\*  
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, \_\_\_\_\_

  
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DO NOT WRITE BELOW THIS LINE

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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: *Jessica Abbott*

Jessica Abbott, A.V.P., Stewart Lender Services, Inc.

10.31.12

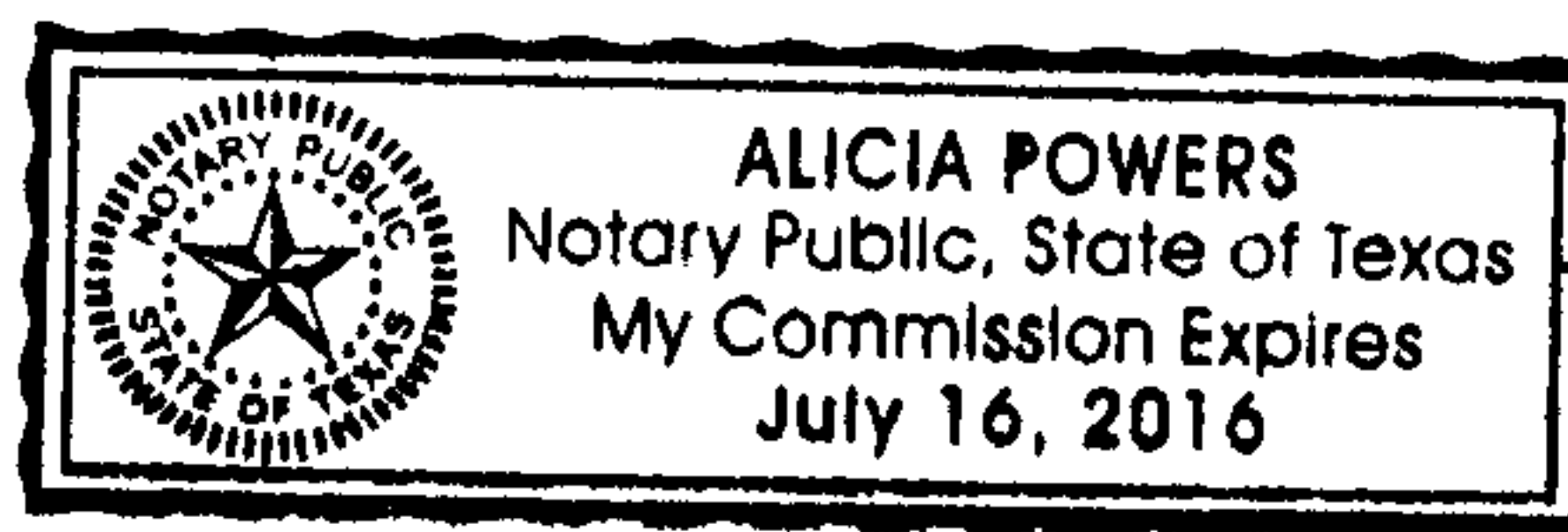
Date

STATE OF TEXAS

COUNTY OF HARRIS

On October 31, 2012 before me, Alicia Powers Notary Public-Stewart Lender Services, Inc., personally appeared Jessica Abbott, 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

*Alicia Powers*

Alicia Powers

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My commission expires: July 16, 2016

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

Order ID: 9047785  
Loan Number: 185631822

Project ID: 284755

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**EXHIBIT B**

Borrower Name: BRAD LATTA and STEPHANIE LATTA  
Property Address: 103 FALLING WATERS LANE, MAYLENE, AL 35114

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 09/19/2008 as Instrument/Document Number: 20080919000373320, 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: \$186,996.00  
Current UPB: \$202,009.26



\* 9 0 4 7 7 8 5 \*



\* 1 8 5 6 3 1 8 2 2 \*



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