

20130301000086190 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
03/01/2013 11:52:47 AM FILED/CERT

Recording Requested by

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

WHEN RECORDED MAIL TO:
HOME RETENTION RECORDING DEPT.
Attn: Ramona Tongdee
Bank of America, NA
1001 Liberty Ave, SUITE 675
Pittsburgh, PA 15222
866.325.7046 / 412.325.7046

Original Mtg - \$146,574.00
New Money: 0.00

This document was prepared by Bank of America, N.A.
Ruth Bufalini, 1001 Liberty Avenue, Suite 675, Pittsburgh, PA 15222

See Exhibit B for assignments of record if applicable

293184-3004

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

Previous Recording Info: 12/07/2000 Instr # 2000-42078
This Loan Modification Agreement (the "Agreement"), made on December 2, 2011, between CHRISTOPHER W. PHILLIPS and JAN A. PHILLIPS (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 28th day of December, 2000 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 113 VICTORIA STATION, ALABASTER, AL 35007.

The real property described being set forth as follows:

* Married

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 one hundred thirty thousand five hundred fifty two and 73/100, (U.S. Dollars) (\$130,552.73). 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 September 1, 2030. 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 13th DAY OF December 2011

BY


CHRISTOPHER W. PHILLIPS


JAN A. PHILLIPS

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 JEFFERSON On this 13th day of December 2011
before me the undersigned, a Notary Public in and for said State, personally
appeared CHRISTOPHER W. PHILLIPS and JAN A. PHILLIPS 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.



Notary Signature

Susan Simpson

Notary Public Printed Name Place Seal Here

Notary Public Commission Expiration Date

MY COMMISSION EXPIRES 3/13/2013



THIS SECTION IS FOR INTERNAL Bank of America, N.A. USE ONLY

SIGNED THIS DATE: MAY 16 2012

By: Stephanie Casillas

Name: Stephanie Casillas

Title: Assistant Secretary

Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation)

STATE OF Colorado COUNTY OF Broomfield

On 5-16-12 before me, Cher Her Notary Public, personally appeared Stephanie Casillas

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.

Cher Her Notary Signature



My Comm. Expires December 27, 2015

Cher Her Notary Public Printed Name Place Seal Here

12-27-15 Notary Public Commission Expiration Date



20130301000086190 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
03/01/2013 11:52:47 AM FILED/CERT

EXHIBIT A
LEGAL DESCRIPTION

Lot 26 according to the Survey of Cedar Grove at Sterling Gate Sector 2, Phase 1 as recorded in Map Book 25, Page 52, Shelby County, Alabama Records.



20130301000086190 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
03/01/2013 11:52:47 AM FILED/CERT