

#### 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

357376-6500

Doc ID #: 000160238730 MOD

-SPACE ABOVE THIS LINE FOR RECORDER'S USE-

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)
Provious Recording Info: 5/2/2007 Instr#200705)20002027770
This Loan Modification Agreement ("Agreement"), made this 20th day of October, 2009, between LATARA D POLLARD and JAMAUL V POLLARD (the "Borrower(s)" Xand BAC Home Loans Servicing, LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 30th day of March, 2007 in the amount of 208,900.00, and (2) the Note bearing the same date as, and secured by, the Security Instrument, and (3) any prior agreements or modifications in effect relative to the Note and Security Instrument which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 157 RENWICK LANE, CALERA, AL 35040.

\*maned

The real property described being set forth as follows:

Original Mtg: #208,900.00 New Money: #53, 194.90

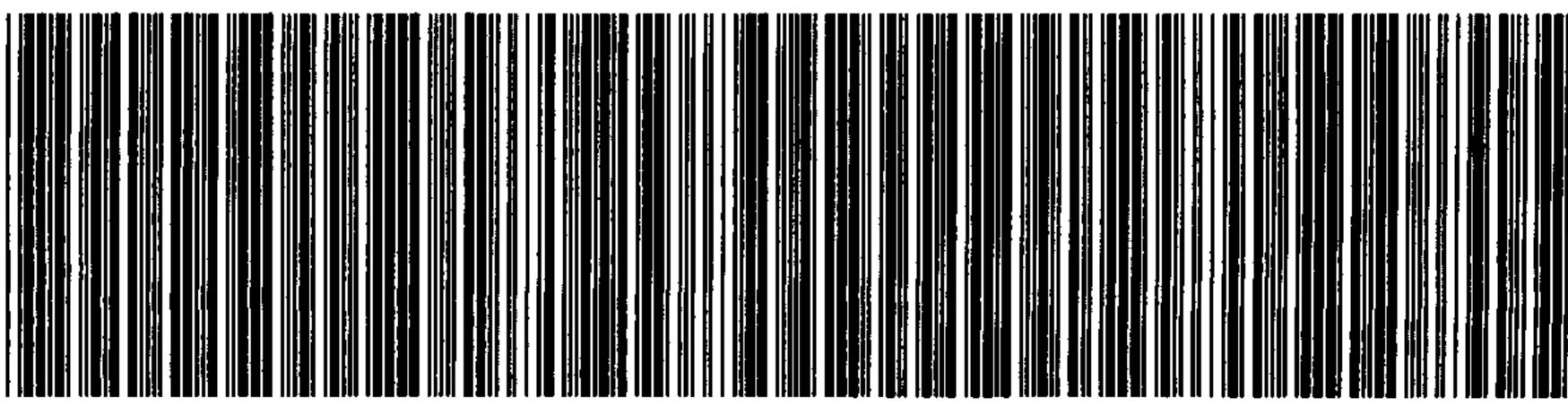
## "SAME AS IN SAID SECURITY INSTRUMENT"

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

- 1. As of the 1st day of December, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$262,594.90, consisting of the amount(s) loaned to the Borrower by the Lender which may include, but 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 7.750% from the 1st day of December, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. 1,892.19 beginning on the January 1, 2010, 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 April, 2039 (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 Payment Processing PO Box 650070 Dallas, TX 75265 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.

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BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



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

Xa Java D. Prelact

Dated: 11.2.09

Janaul V. Sellard

Dated: // 2 · 09

STATE OF

COUNTY OF Shelber

on 11229 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.

DO NOT WRITE BELOW THIS LINE.

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## THIS SECTION IS FOR INTERNAL BANK OF AMERICA, N.A. USE ONLY

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

By: Dat	æd:
	MAY 1 4 2012
Eric Blazewicz STATE OF Colorado  COUNTY OF Brownfield  On 5-14-12 before me, Cher	Her Notary Public,
personally appeared <u>Errc</u> Barbersonally known to me (or proved to me operson(s) whose name(s) is/are subscribe he/she/they executed the same in his/her/t	
executed the instrument.  WITNESS my hand and official seal.	CHER HER  NOTARY PUBLIC, STATE OF COLORADO
Cher Her	My Comm. Expires December 27, 2015  Notary Public Printed Name Place Seal Here
12-27-15	Notary Public Commission Expiration Date

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# EXHIBIT A LEGAL DESCRIPTION

Lot 186, according to the Final Plat of Camden Cove West, Section 1, as recorded in Map Book 33, Page 143, in the Probate Office of Shelby County, Alabama.

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