



20130319000114720 1/4 \$210.75
Shelby Cnty Judge of Probate, AL
03/19/2013 02:05:53 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

This document was prepared by Bank of America, N.A. *April Redman*
1001 Liberty Avenue, Suite 675, Pittsburgh, PA 15222
See Exhibit B for assignments of record if applicable

379375-130TTTT

Space Above for Recorder's Use

pre rec info:
6/27/2011

LOAN MODIFICATION AGREEMENT *Inst #*
20110627000186620

This Loan Modification Agreement (the "Agreement"), made on December 13, 2012 between JOHN B MCMILLAN and JULIE R MCMILLAN (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 19th of July, 2011 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 26 FRANKIES LANE, ALABASTER, AL 35007.

The real property described being set forth as follows:

NEW MONEY
\$ 3426.57

Named **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 twenty-six thousand four hundred thirty-three and 57/100, (U.S. Dollars) (\$126,433.57). 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 December 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



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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 2 DAY OF January
 BY
John B McMillan Julie R McMillan
 JOHN B MCMILLAN JULIE R MCMILLAN

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 2nd day of January 2013 before me the undersigned, a Notary Public in and for said State, personally appeared JOHN B MCMILLAN and JULIE R MCMILLAN 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 _____ executed the same.

Witness my hand and official seal.

Destry W. Cornelius Notary Signature

Destry W. Cornelius Notary Public Printed Name Place Seal Here

1/12/2015 Notary Public Commission Expiration Date





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DO NOT WRITE BELOW THIS LINE

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

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

By: Urban Settlement Services, LLC, its attorney in fact

By: [Signature]

Dated: JAN 23 2013

Name: **Patrick Vigil**
Title: **ASSISTANT SECRETARY**

_____[Space below this line for Acknowledgement]_____

STATE OF Colorado
COUNTY OF Broomfield

On 1/23/2013 before me, Phillip Her Notary Public, personally
appeared Patrick Vigil

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] Notary Signature

Phillip Her Notary Public Printed Name Place Seal Here

DEC 27 2015 Notary Public Commission Expiration Date

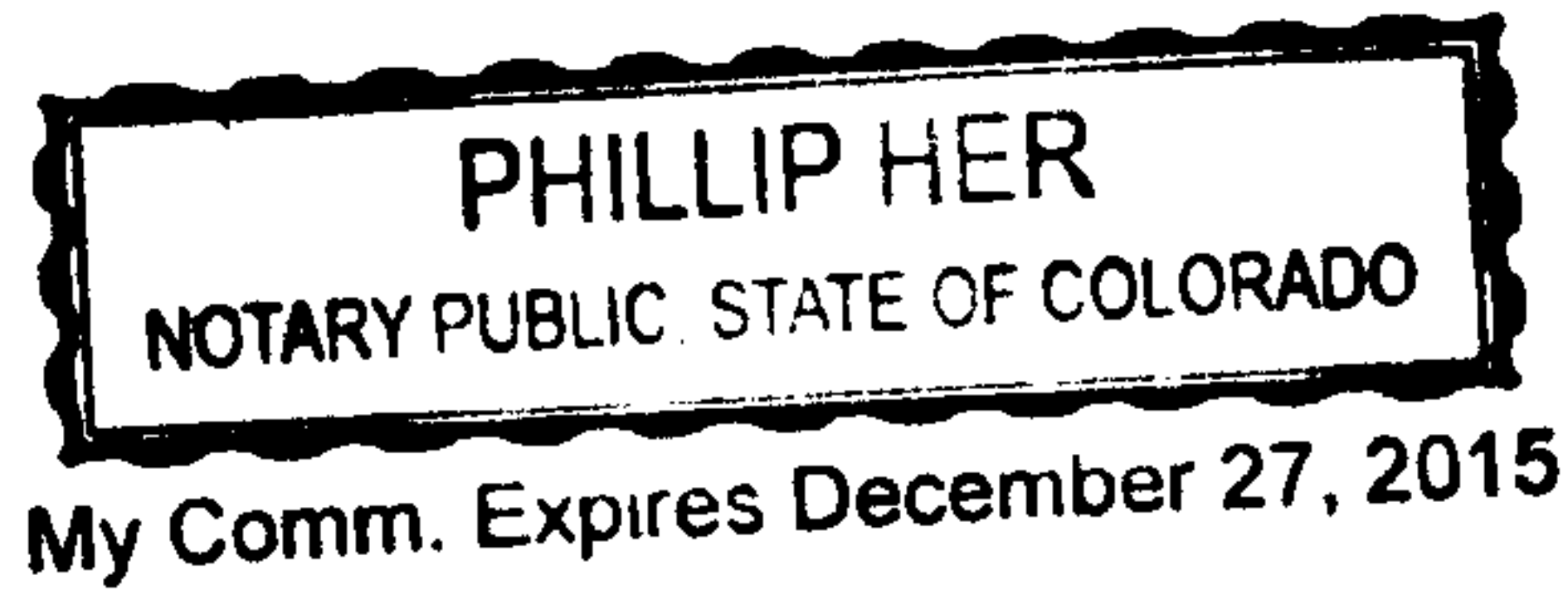



Exhibit "A"

Legal Description

LOT 26, ACCORDING THE SURVEY OF SCOTTSDALE, AS RECORDED IN MAP BOOK 6, PAGE 101, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.


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