



20130402000136930 1/5 \$101.85
Shelby Cnty Judge of Probate, AL
04/02/2013 03:26:08 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.

*Jeanette Sancel
1001 Liberty Ave, Ste 675
Pittsburgh, PA 15222*

See Exhibit B for assignments of record if applicable

Space Above for Recorder's Use

383869-1300 7777

LOAN MODIFICATION AGREEMENT

** Divorced*
This Loan Modification Agreement (the "Agreement"), made on January 16, 2013 between MICHAEL KELLEY and MARCY KELLEY (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 17th of November, 1999 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 21 HOUSTON DR, PELHAM, AL 35124.

Previous mortgage recorded 11-18-1999 instrument # 1999-47252
The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

New Debt \$0.00
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 fifty-one thousand eight hundred eighty-six and 9/10, (U.S. Dollars) (\$51,886.90). 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 October 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 the Security Instrument shall

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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 23rd DAY OF January
BY

Michael Kelley
MICHAEL KELLEY

Marcy Kelley
MARCY KELLEY

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)

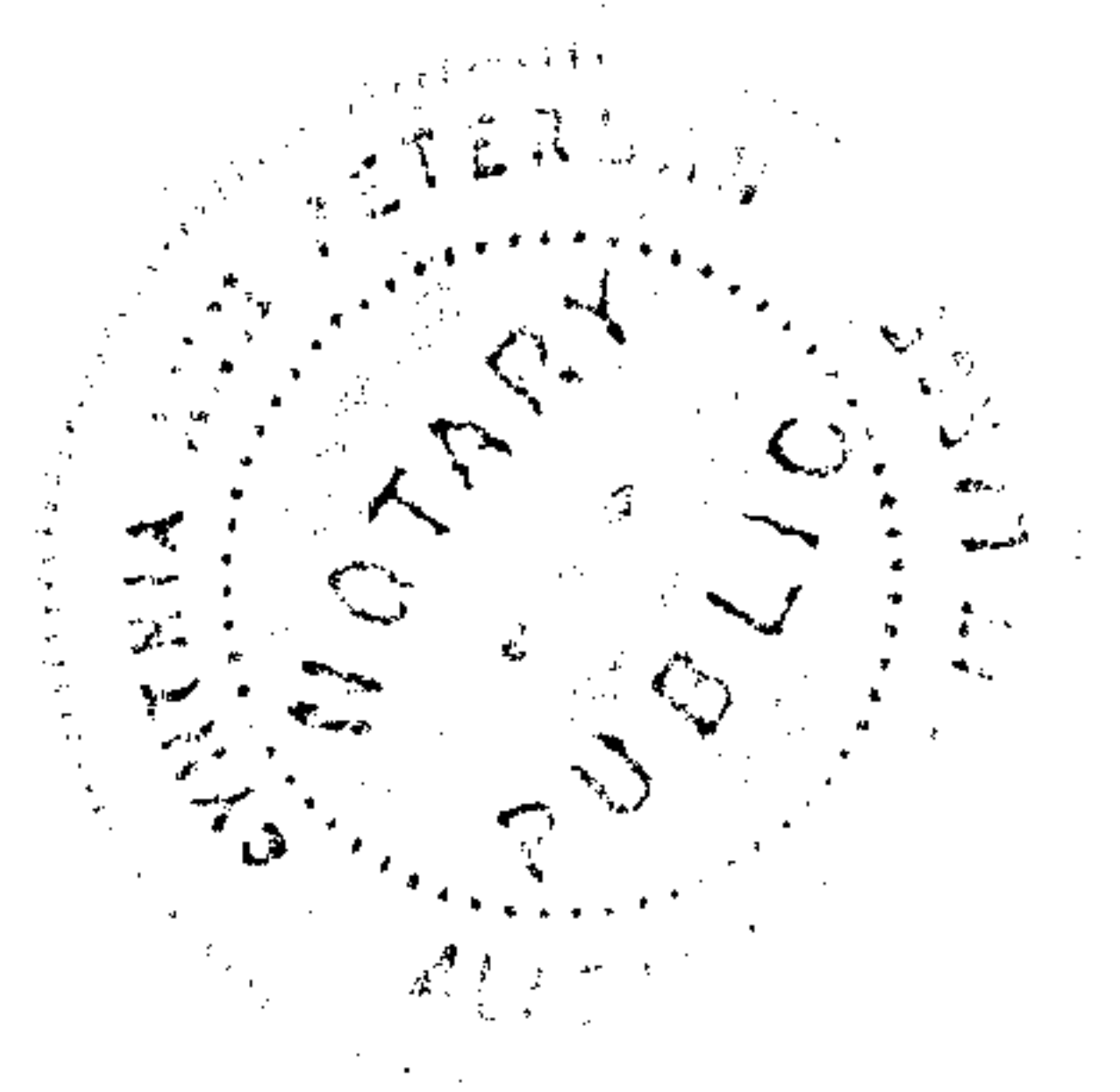
State of Alabama, County of Shelby On this 23rd day
of January 2013 before me the undersigned, a Notary Public in and for said State,
personally appeared MICHAEL KELLEY and MARCY KELLEY known to me, or proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and acknowledged
that Michael and Marcy executed the same.

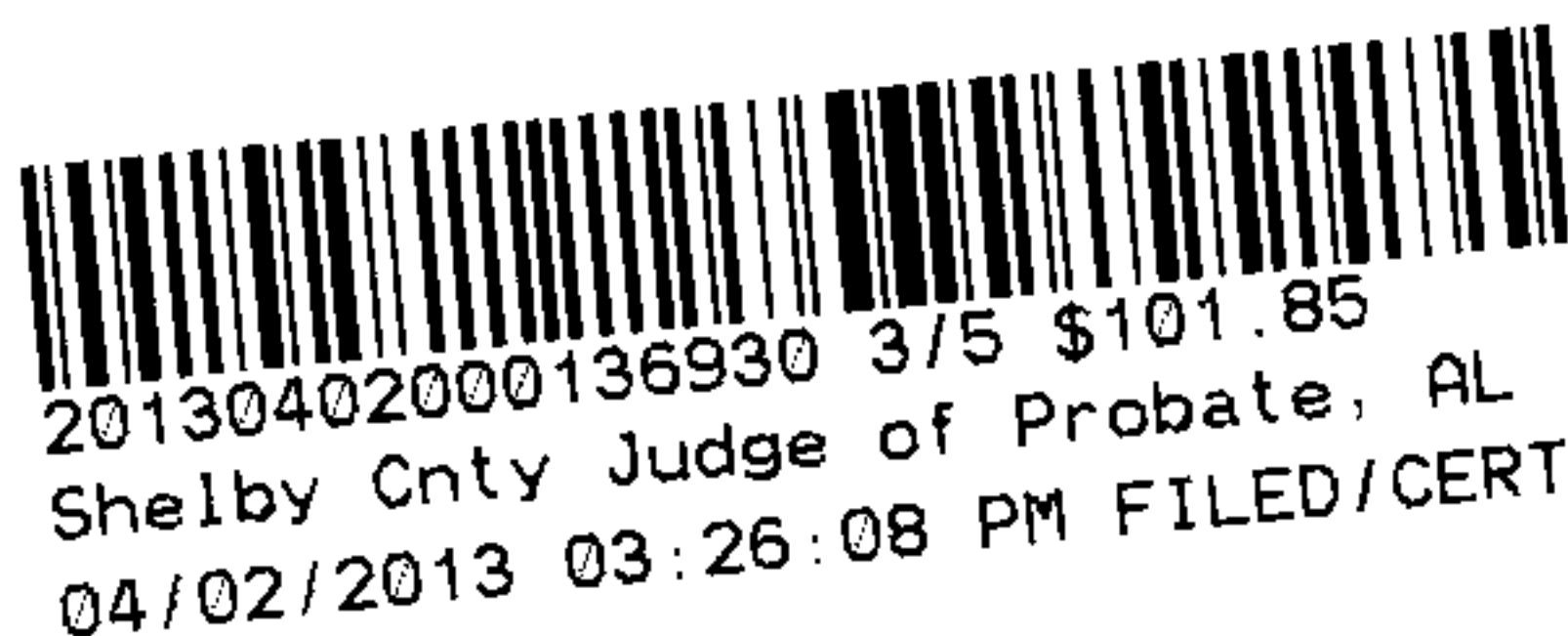
Witness my hand and official seal.

Cynthia Ann Peterman Notary Signature

Cynthia Ann Peterman Notary Public Printed Name Place Seal Here

1/16/15 Notary Public Commission Expiration Date





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As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

CO-OWNER(S)

Michael Kelley
Co-Owner(s) Signature

Date: 1/23/13

Michael Kelley
Co-Owner(s) Name (typed or printed)

STATE OF Alabama

COUNTY OF Shelby

On January 23rd 2013 before me, Cynthia Ann Peterman

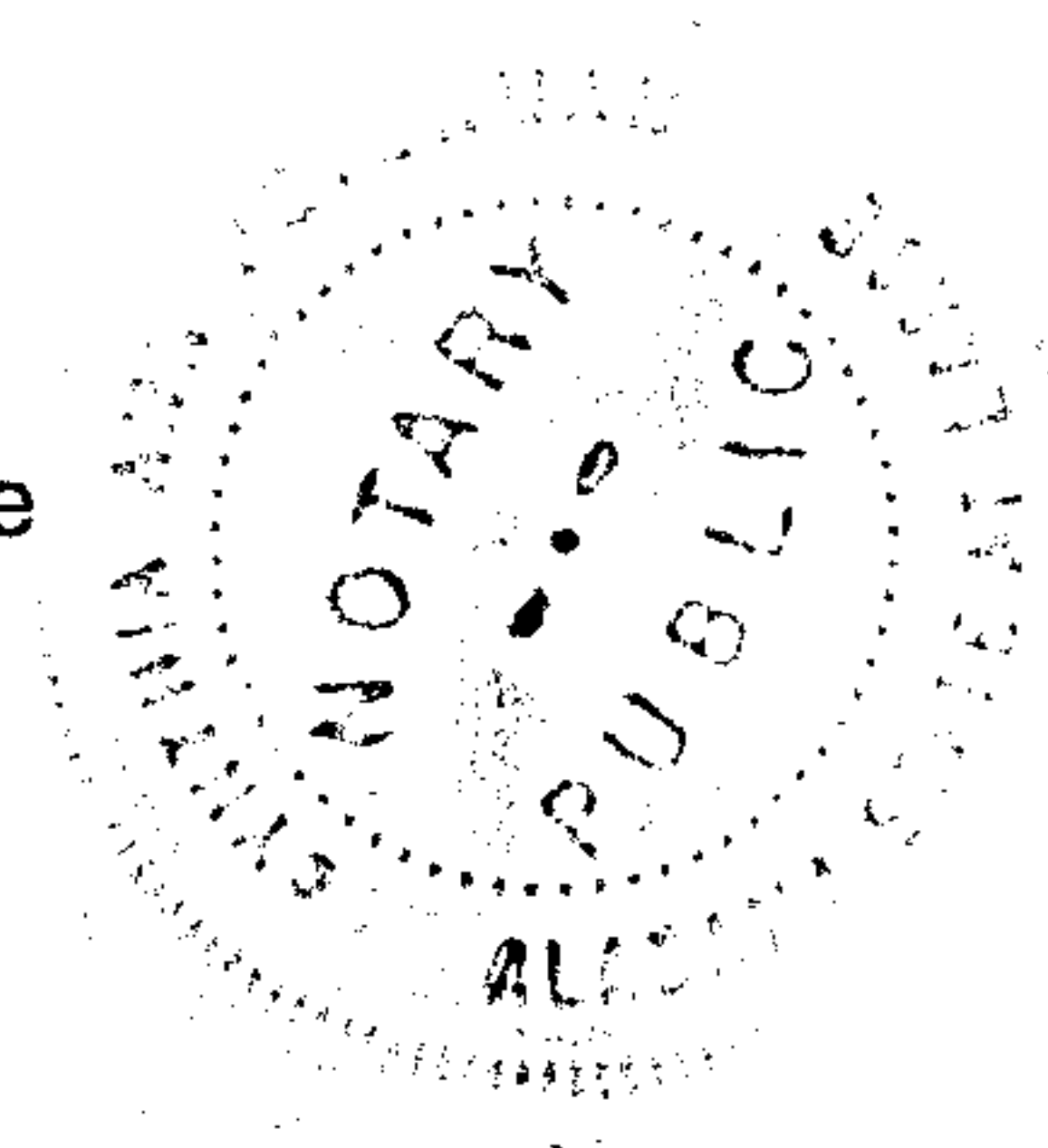
Notary Public, personally appeared Michael Kelley and Marcy Kelley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

Cynthia Ann Peterman Notary Signature

Cynthia Ann Peterman Notary Public Printed Name Place Seal Here

1/16/15 Notary Public Commission Expiration Date



Account # 2152666

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:



Dated:

FEB 05 2013

Name:
Title :

Andre Bandelier
ASSISTANT SECRETARY

[Space below this line for Acknowledgement]

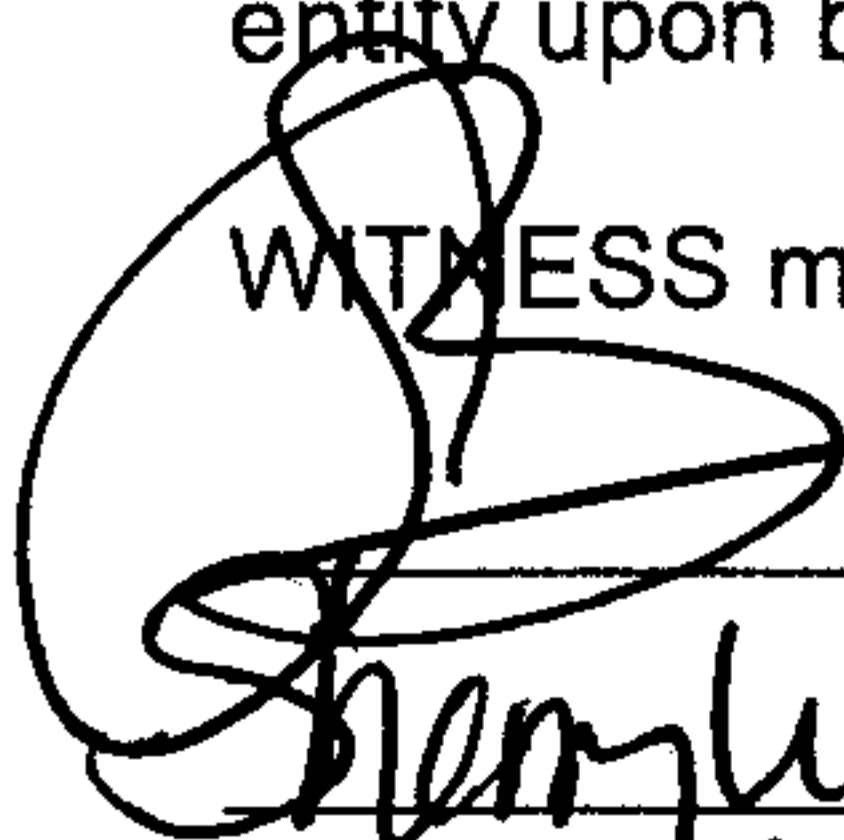
STATE OF
COUNTY OF

Colorado
Broomfield

On 2-5-13 before me Sherry Lynn Brown Notary Public, personally
appeared Andre Bandelier

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.



Notary Signature

Notary Public Printed Name Place Seal Here

DEC 27 2015

Notary Public Commission Expiration Date

SHERRY LYNN BROWN
NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires December 27, 2015

EXHIBIT A

Lot 21, according to the Survey of Deer Springs Estates, Third Addition,
as recorded in Map Book 6, Page 5, in the Probate Office of Shelby County,
Alabama; being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

The proceeds of this loan have been applied on the purchase price of the herein
described property.



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