



20130405000142010 1/4 \$233.70
Shelby Cnty Judge of Probate, AL
04/05/2013 02:52:17 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.

Rust Butler 1001 Liberty Ave Ste 675 Pittsburgh, PA 15222

See Exhibit B for assignments of record if applicable

337492-13007727

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

Previous Recording 11/26/2008 Inst# 20081126000450370

This Loan Modification Agreement (the "Agreement"), made on August 18, 2012 between TERRY MARTINEZ and APRIL MARTINEZ (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 26th of November, 2008 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 391 HUNTWOOD ROAD, SHELBY, AL 35143.

The real property described being set forth as follows:

** Married*

SAME AS IN SAID SECURITY INSTRUMENT

Original Mtg - 118411.00

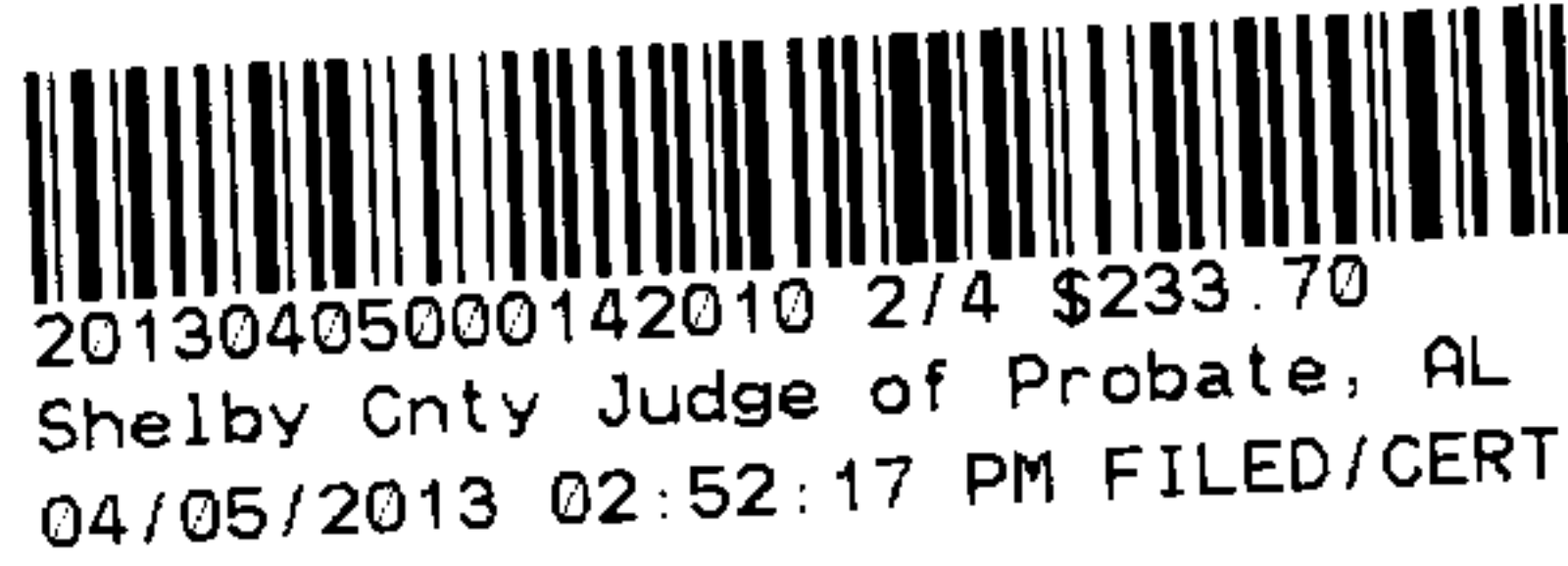
New Mtg 141776.09

New Money 23365.09

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 forty-one thousand seven hundred seventy-six and 9/100, (U.S. Dollars) (\$141,776.09). 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 September 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 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 4th DAY OF September, 2012
BY

Terry Martinez
TERRY MARTINEZ

April Martinez
APRIL MARTINEZ

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)

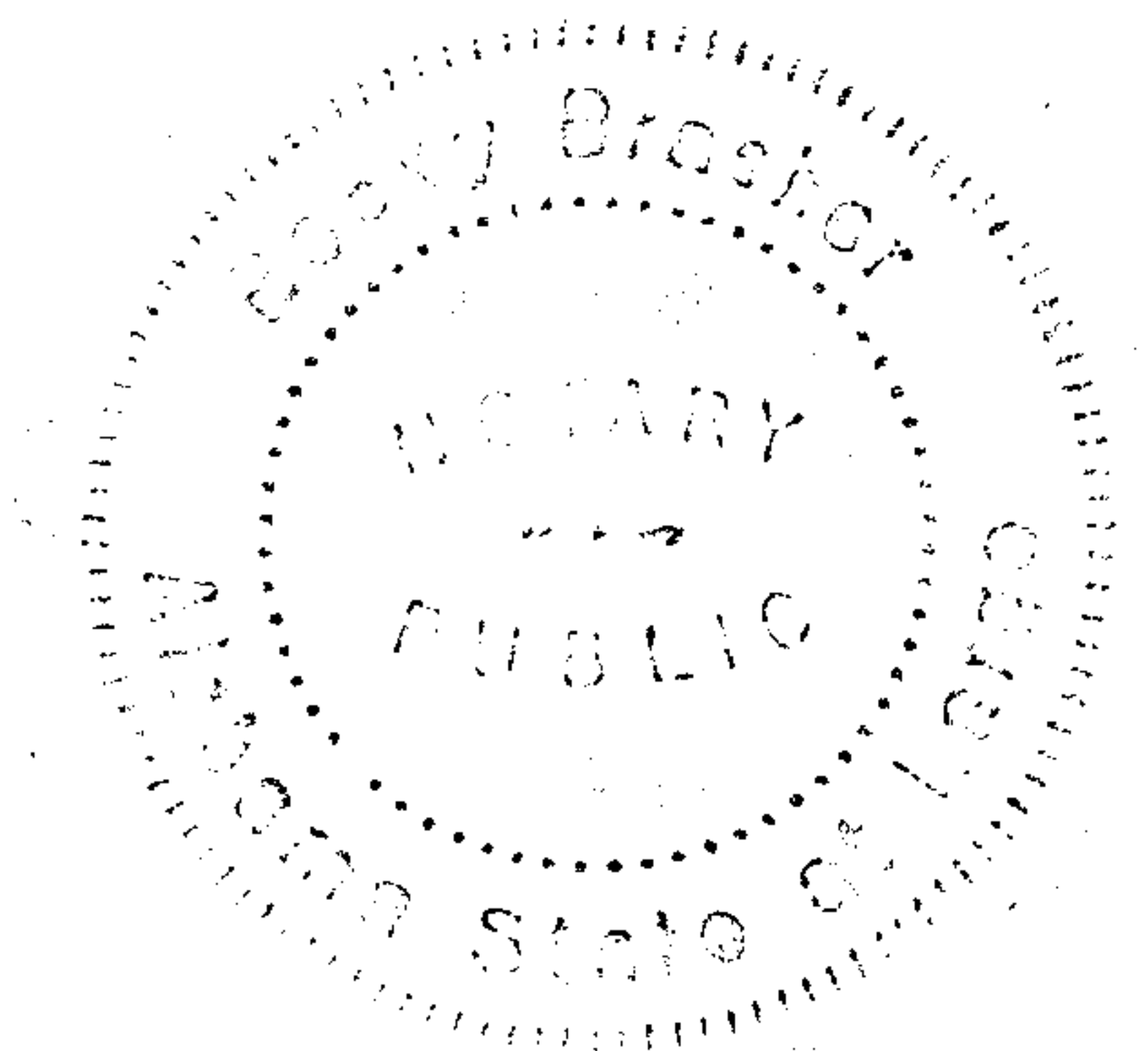
State of Alabama, County of Shelby On this 4 day
of September 2012 before me the undersigned, a Notary Public in and for said State,
personally appeared TERRY MARTINEZ and APRIL MARTINEZ known to me, or
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the foregoing instrument and acknowledged
that they executed the same.

Witness my hand and official seal.

Becky Brasher Notary Signature

BECKY BRASHER Notary Public Printed Name Place Seal Here

01-14-2014 Notary Public Commission Expiration Date





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DO NOT WRITE BELOW THIS LINE.

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: Urban Settlement Services, LLC, its attorney in fact

By: 

Dated: OCT 05 2012


Name: **Sheryl Dewitt**
Title : **Assistant Secretary**

_____[Space below this line for Acknowledgement]_____

STATE OF
COUNTY OF

Colorado
Broomfield

On 10-5-12 before me, Sherry Lynn Brown Notary Public, personally
appeared Sheryl Dewitt 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 signature(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
Sherry Lynn Brown Notary Public Printed Name Please Seal Here
12-27-15 Notary Public Commission Expiration Date



My Comm. Expires December 27, 2015

Exhibit A
Legal Description

LOT NUMBERS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18, OF BLOCK 118, IN THE TOWN OF SHELBY, ACCORDING TO E.S. SAFFORD'S MAP OF SHELBY OF 1819, AS RECORDED IN MAP BOOK 3, PAGE 38 AND 47, IN THE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA.



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