



20130802000314540 1/4 \$450.50
Shelby Cnty Judge of Probate, AL
08/02/2013 12:11:13 PM FILED/CERT

Recording Requested by

WHEN RECORDED MAIL TO:

ATTN – HOME RETENTION RECORDING
Bank of America, N.A.
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
MICHAEL BROGERMAN

*Original nta - \$269,837.⁰⁰
New nta \$284,921.⁰⁰
New nta \$15,084.⁰⁰*

This document was prepared by Bank of America, N.A.

Prev Rec Instr 5-19-2008 Inst # 20080519000201960
See Exhibit B for assignments of record if applicable

11802 Ridge Parkway, Suite 100 Broomfield, CO 80021 Space Above for Recorder's Use

Parties: Willie S. Simmons and Yumeko P. Simmons, Husband and Wife
LOAN MODIFICATION AGREEMENT

461108 - 7777

This Loan Modification Agreement (the "Agreement"), made on June 11, 2013 between WILLIE SIMMONS and YUMEKO SIMMONS (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 21st of April, 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 1024 KINGS WAY, BIRMINGHAM, AL 35242.

The real property described being set forth as follows:

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 two hundred eighty-four thousand nine hundred twenty-one, (U.S. Dollars) (\$284,921.00). 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 June 1, 2043. 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 12th DAY OF July 2013
BY
Willie Simmons Yumeko Simmons
WILLIE SIMMONS YUMEKO SIMMONS

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)

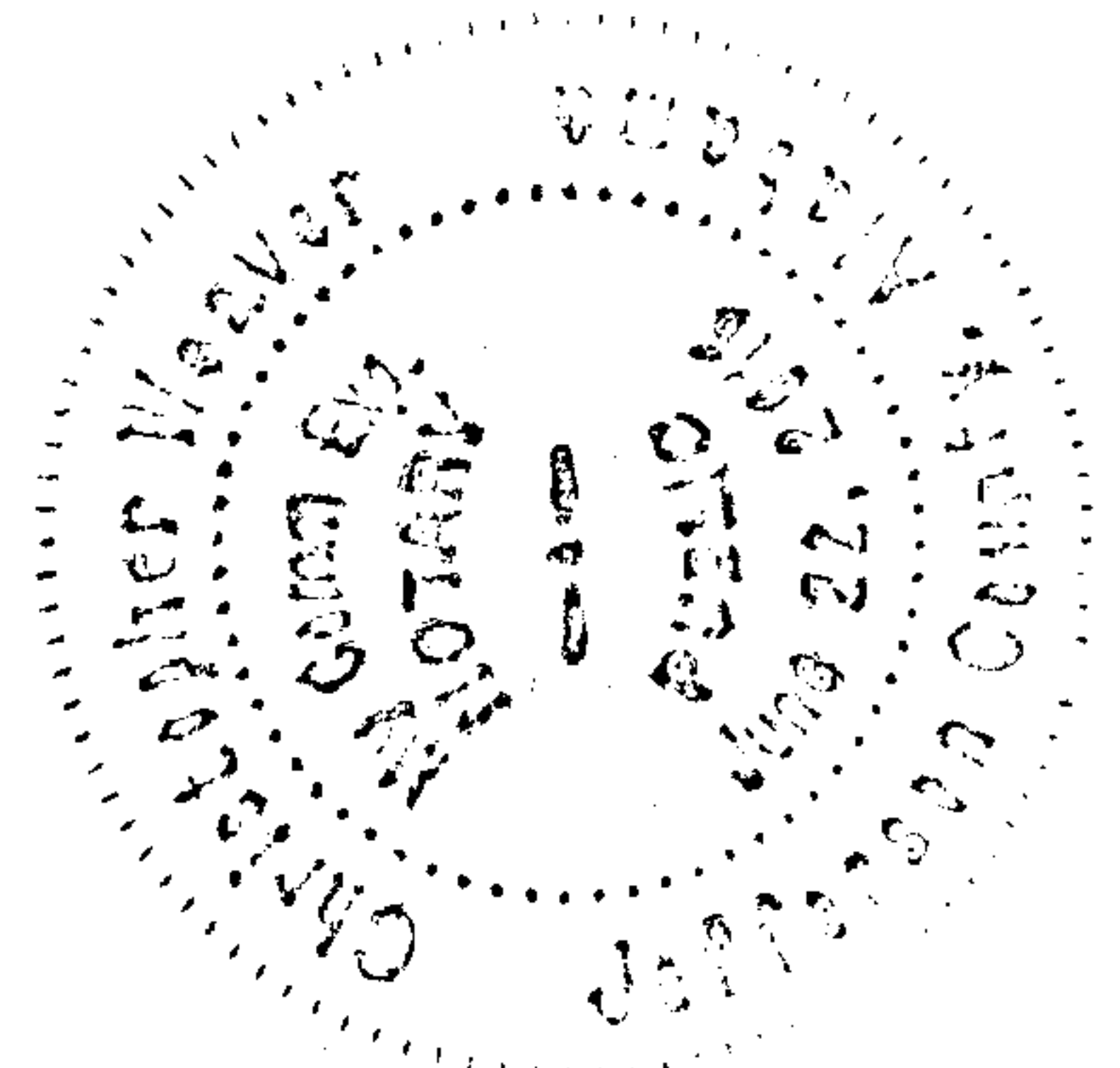
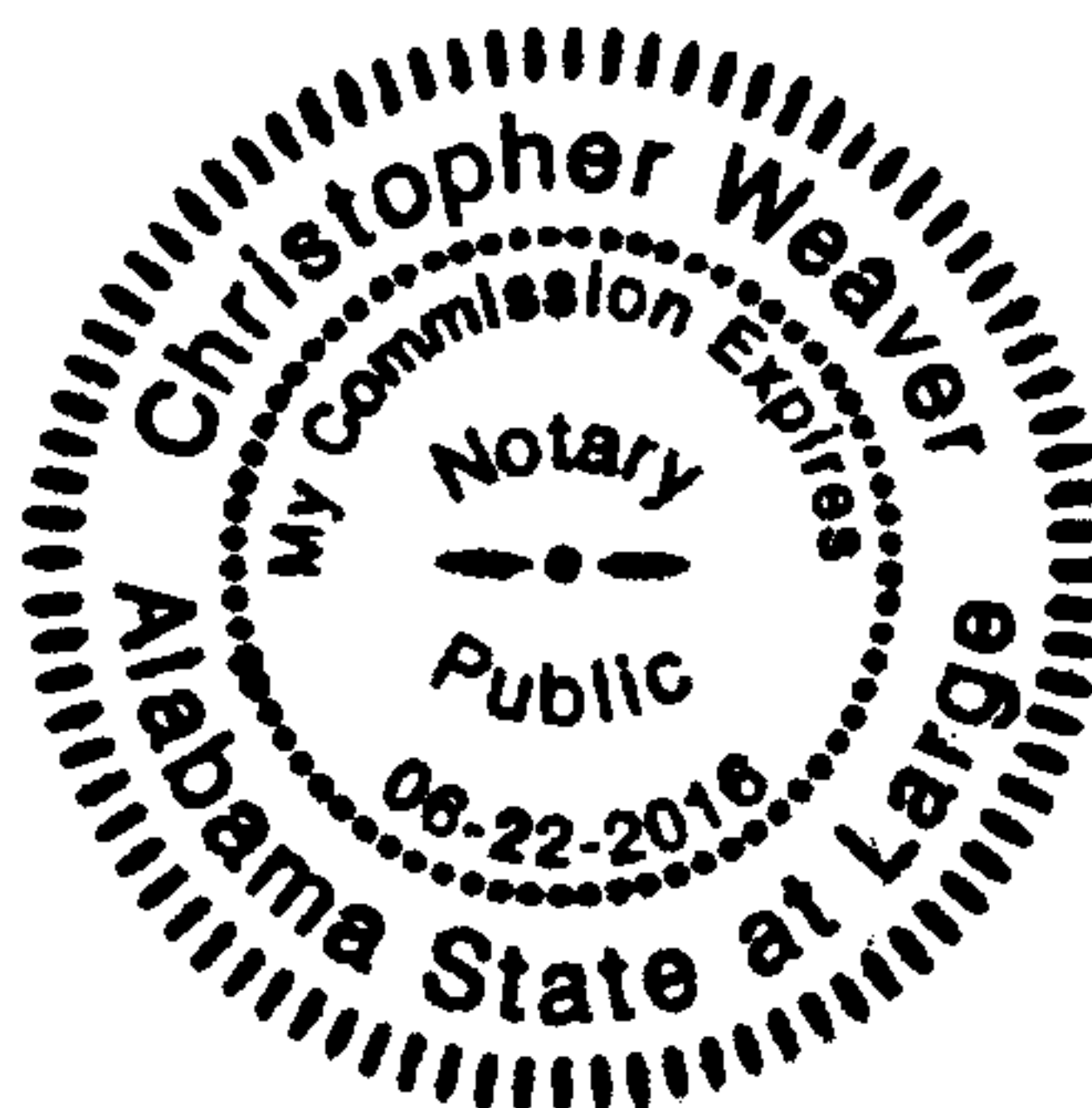
State of Alabama, County of Jefferson On this 12th day
of July 2013 before me the undersigned, a Notary Public in and for said State,
personally appeared WILLIE SIMMONS and YUMEKO SIMMONS known to me, or
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the foregoing instrument and acknowledged
that they executed the same.

Witness my hand and official seal.

Christopher Weaver Notary Signature

Christopher Weaver Notary Public Printed Name Place Seal Here

06-22-2016 Notary Public Commission Expiration Date



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: BA Dated: JUL 16 2013

Name: Brittany Hammond
Title : Assistant Secretary

_____[Space below this line for Acknowledgement]_____

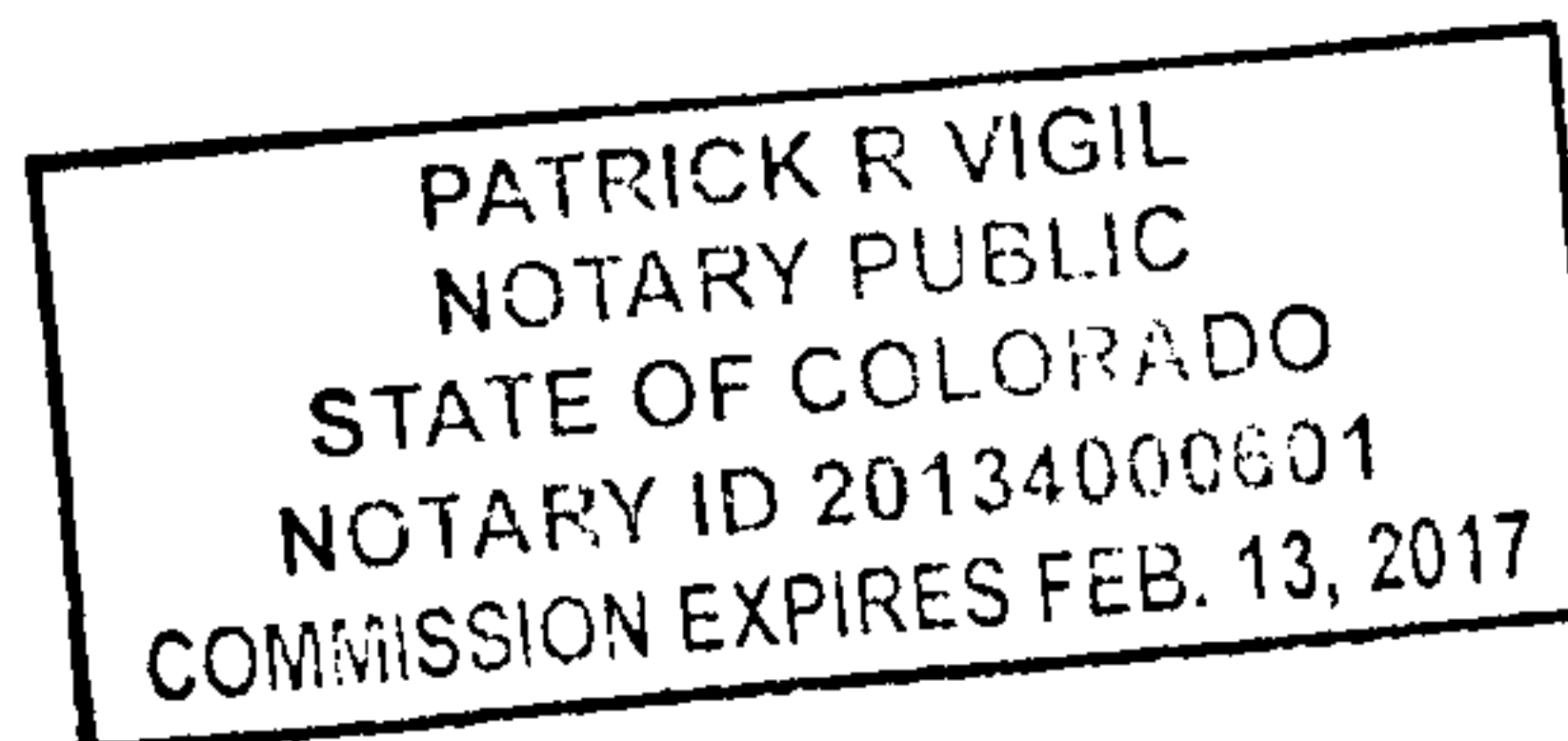
STATE OF Colorado
COUNTY OF Broomfield

JUL 16 2013
On _____ before me, Patrick R. Vigil Notary Public, personally
appeared Brittany Hammond

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.

Patrick R. Vigil Notary Signature
Patrick R. Vigil Notary Public Printed Name Place Seal Here
2/13/2017 Notary Public Commission Expiration Date



**LEGAL DESCRIPTION
EXHIBIT "A"**

THE FOLLOWING DESCRIBED REAL ESTATE (THE "PROPERTY"), SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 2560, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 25TH SECTOR, PHASE II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 36, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TAX ID #: 09-2-09-0-015-121.000

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO WILLIE S. SIMMONS AND YUMEKO P. SIMMONS, HUSBAND AND WIFE AS J/T/W/R/S BY DUNNAVAT PLACE, LLC., IN A WARRANTY DEED EXECUTED 8/17/2007 AND RECORDED 8/30/2007 IN INSTRUMENT NO. 2007-409240 OF THE SHELBY COUNTY, ALABAMA LAND RECORDS

