

201401150000014200 175 Q21.150 Shelby Cnty Judge of Probate, AL 01/15/2014 11:57:34 AM FILED/CERT

LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY &

RETURN TO:

BANK OF AMERICA, N.A.

ATTN: HOME RETENTION DIVISION 11802 Ridge Parkway, Suite 100

Broomfield, CO 80021

Prepared by: JULIE ROMERO BANK OF AMERICA, N.A.

11802 Ridge Parkway, Suite 100

Broomfield, CO 80021

528920-7777

GRANTOR(S):

LARRY WAYNE TURNER, An Unmarried Man

GRANTEE:

Bank of America, N.A.

Prev. Rec. Info:

10/07/2009 INST 20091007000380460

APN:

22-8-34-1-009-032-000

ORIGINAL MTG:

\$134,630.00

NEW MTG:

\$ 131,308.49

NEW MONEY:

\$0.00

Loan #: 208072219

-----FOR INTERNAL USE ONLY----------

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of September 2012, between LARRY WAYNE TURNER, and Bank of America, N.A. (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 29th day of September 2009 and in the amount of \$134,630.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the 'Property', located at 1272 KENSINGTON BLVD, CALERA, AL 35040.

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 or Security Instrument):

- As of the 1st day of November 2012, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$131,308.49 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 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 5.000% from the 1st day of October 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$739.32 beginning on the 1st day of November 2012, 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 October 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 PO Box 515503, Los Angeles, CA 90051-6803 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.
- 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.

201401150000014200 2/5 \$27.00 Shelby Cnty Judge of Probate, AL 01/15/2014 11:57:34 AM FILED/CERT

Bank of America, N.A.

BA2 Loan#

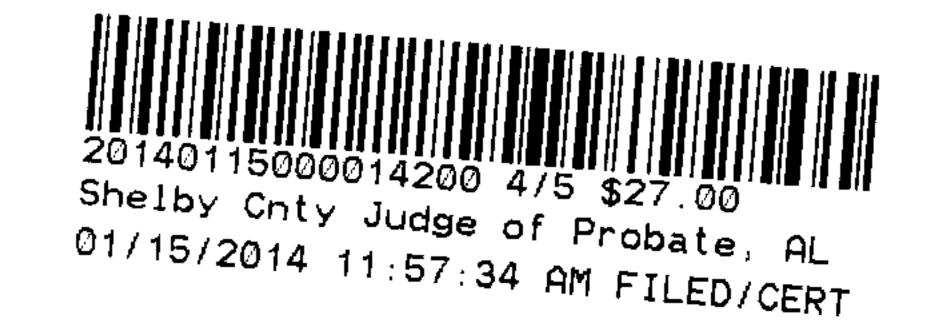
208072219

Page 1 of 3

| LARRY WAYNE TURNER | une | Dated | 20/2 |
|--|---|---|------------------|
| MARITAL: | ANUNMARRIEC | MAN | |
| STATE OF MOUNTY OF SMELL AD Motary Public, personally known to make the property of the contract of the contra | | TUMER tory evidence) to be the person(s) w | |
| subscribed to the within instru | ument and acknowledged to me that that by his/her/their signatures (s) of | t he/she/they executed the same in hon the instrument the person(s), or er | is/her/their 🚫 📉 |
| WITNESS my hand and offici | | | |
| | Bank of America, N.A. | | |
| By: | | Dated: | |
| STATE OF | | | |
| COUNTY OF | | | |
| On | Before | ·•···································· | |
| subscribed to the within instru | roved to me on the basis of satisfactument and acknowledged to me that that by his/her/their signatures (s) of the contraction | ctory evidence) to be the person(s) what he/she/they executed the same in hon the instrument the person(s), or en | is/her/their |
| WITNESS my hand and offic | ial seal. | | |
| | | | |

201401150000014200 3/5 \$27.00

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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: JAN 0 8 201

Name: CRYSTAL MUAS

Title: ASSISTANT SECRETARY

| [Space below the | his line for Acknowled | gement] |
|--|---|---|
| STATE OF COLORADO COUNTY OF BROOMFIELD | | |
| On 1814 before Me, All CRYSTAL MUAS | NDRE O BANDELIER | _ Notary Public, personally appeared _ personally known to me (or proved to me on |
| instrument and acknowledged to m | ne that he/she/they ex neir signature(s) on the d, executed the instrur | hose name(s) is/are subscribed to the within ecuted the same in his/her/their authorized instrument the person(s), or entity upon nent. |
| | Notary Signature | |
| ANDRE O BANDELIER | _Notary Public Printe | d Name Please Seal Here |
| FEBRUARY 13, 2017 | | nission Expiration Data |

ANDRE O BANDELIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134000600
COMMISSION EXPIRES FEB. 13, 2017

EXHIBIT A

LEGAL DESCRIPTION

LOT 47, ACCORDING TO THE SURVEY OF KENSINGTON PLACE, PHASE 1, SECTOR 1, AS RECORDED IN MAP BOOK 37, PAGE 147, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

201401150000014200 5/5 \$27.00 Shelby Caty living

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