

Recording Requested by

Bank of America, N.A.

WHEN RECORDED MAIL TO:  
HOME RETENTION RECORDING DEPT.  
Attn: Ramona Tongdes  
BAC Home Loans Servicing, LP  
1001 Liberty Ave, SUITE 675  
Pittsburgh, PA 15222  
866.325.7046 / 412.325.7046

gnw

Orig NTG \$268,875.00  
New NTG \$267,676.03  
Consideration \$0

DocID#: 0654444447105A

This document was prepared by Bank of America, N.A.  
Chad Acon 1001 Liberty Avenue 675 Pittsburgh, PA 15222

See Exhibit B for assignments of record if applicable  
Pre-NTG Recorded 5/14/2008 BK# 2,898 Pg 212  
298525 Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on February 4, 2012 between GWENETTE GARY and MALCOM GARY (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 15th day of May, 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 8274 WESTBROOK DR, OLIVE BRANCH, MS 38654.

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 sixty seven thousand six hundred seventy six and 03/100, (U.S. Dollars) (\$267,676.03). 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 February 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 15<sup>th</sup> DAY OF February, 2012

BY *Gwenette Gary*  
GWENETTE GARY

*Malcom Gary*  
MALCOM GARY

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Tennessee, County of Shelby On this 15<sup>th</sup> day of February 2012 before me the undersigned, a Notary Public in and for said State, personally appeared GWENETTE GARY and MALCOM GARY 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.

*Lavenda Smith*  
Smith, Lavenda

Notary Signature

Notary Public Printed Name Place Seal Here

Feb. 22, 2015

Notary Public Commission Expiration Date



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

CO-OWNER(S)

[Signature]  
Co-Owner(s) Signature  
Malcom Gary  
Co-Owner(s) Name (typed or printed)

Date: 15 Feb 12

STATE OF Tennessee

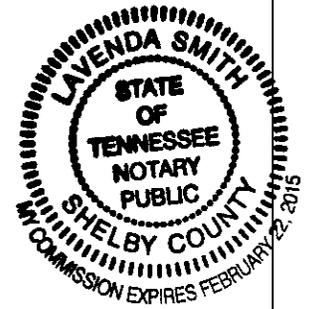
COUNTY OF Shelby

On Feb. 15, 2012 before me, Smith, Lavenda

Notary Public, personally appeared Gwenette Gary and Malcom Gary

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  
Smith, Lavenda Notary Public Printed Name Place Seal Here  
Feb. 22, 2015 Notary Public Commission Expiration Date



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

SIGNED THIS DATE: JUN 11 2012

By: [Signature]

Name: Leroy Delgado

Title: Assistant Secretary

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, fka Countrywide Home Loans Servicing LP

STATE OF Colorado COUNTY OF Broomfield  
On 6/11/12 before me, Phillip Her Notary Public, personally appeared Leroy Delgado  
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  
12/27/2015 Notary Public Commission Expiration Date

