

This Instrument Prepared By.
Individual Name: Kristen Smith
Complete Address: 999 N.W
Grand Blvd, Suite 100
Oklahoma City, OK 73118

MODIFICATION OF
MORTGAGE NOTE AND MORTGAGE

CAPPED AMOUNT \$4,207.37

THIS MODIFICATION OF NOTE AND MORTGAGE is made March 31, 2006, by and between **SHAE H WHITNEY, SINGLE** (hereafter the "Mortgagors") and **MIDFIRST BANK, an Oklahoma Corporation**, (the "Mortgagee/Assignee").

WITNESSETH:

WHEREAS, on January 04, 2001, **SHAE H WHITNEY**, executed that certain Mortgage Note in the amount of **Eighty Nine Thousand Four Hundred Seventy Two Dollars and No Cents (\$89,472.00)** in favor of **HAMILTON MORTGAGE CORPORATION, AN ALABAMA CORPORATION** (the "Note"); and

WHEREAS, on January 04, 2001, **SHAE H WHITNEY**, executed that certain Mortgage, in favor of **HAMILTON MORTGAGE CORPORATION, AN ALABAMA CORPORATION**, which mortgage was filed for record in the Office of the Judge of Probate of **SHELBY County, Alabama** in Document No. **2001-00921**, and transferred and assigned to MidFirst Bank and recorded in Document No. **20031010000682650**, (the "Mortgage"); on the following real property, to wit:

Lot 7, Rocky Ridge, Phase II, as recorded in Map Book 27 page 16 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Being the same property conveyed to **SHAE H WHITNEY** by Deed of Trust dated **January 04, 2001** and recorded in Deed Document No. **2001-00920**, in **SHELBY County, Alabama**.

Parcel #138281005071000

When Recorded Return To: MOD 1
First American Title Company *MPG*
P.O. Box 27670
Santa Ana, CA 92799 *2824930*
Attn: Loss Mitigation Title Services

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage To change the face principal amount of the Mortgage Note to **Ninety Three Thousand Six Hundred Seventy Nine Dollars and Thirty Seven Cents (\$93,679.37)**; and

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage to change the Maturity Date from **January 01, 2031** to a new Maturity Date of **April 01, 2036**; and

WHEREAS, the parties hereby agree that the interest rate shall be **7.500%**, and the new principal and interest payment will be **Six Hundred Fifty Five Dollars and Two Cents (\$655.02)** and an escrow payment of **One Hundred Twenty Two Dollars and Twenty Three Cents (\$122.23)** for a total new payment of **Seven Hundred Seventy Seven Dollars and Twenty Five Cents (\$777.25)** starting on **May 01, 2006**. Mortgagors understand that the escrow portion of the payment, which consists of property taxes and hazard insurance, is subject to change.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All references in the Mortgage Note and Mortgage shall mean and refer also to the Modification of Mortgage Note and Mortgage.
2. All references in the Mortgage Note and Mortgage shall mean and refer to the amount of **Ninety Three Thousand Six Hundred Seventy Nine Dollars and Thirty Seven Cents (\$93,679.37)** instead of the amount of **Eighty Nine Thousand Four Hundred Seventy Two Dollars and No Cents (\$89,472.00)**.
3. Except as expressly provided herein, each and every other provision of the Mortgage Note and Mortgage shall remain in full force and effect.
4. This Modification of Mortgage Note and Mortgage may be executed in counterparts, which when taken together shall constitute one original.

IN WITNESS WHEREOF, Mortgagors and Mortgagee have caused this Modification of Mortgage Note and Mortgage to be duly executed and effective as of the date first written above.

MORTGAGORS:

(1) Brenda Dover

Printed Name: Brenda Dover

(2) Sharmaine Faulk

Printed Name: SHARMAINE
LAUREN

Shae H. Whitney
SHAE H WHITNEY

STATE OF ALABAMA)

SHELBY COUNTY)

The undersigned, Notary Public in and for said County, in said State, hereby certify that **SHAE H WHITNEY**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the

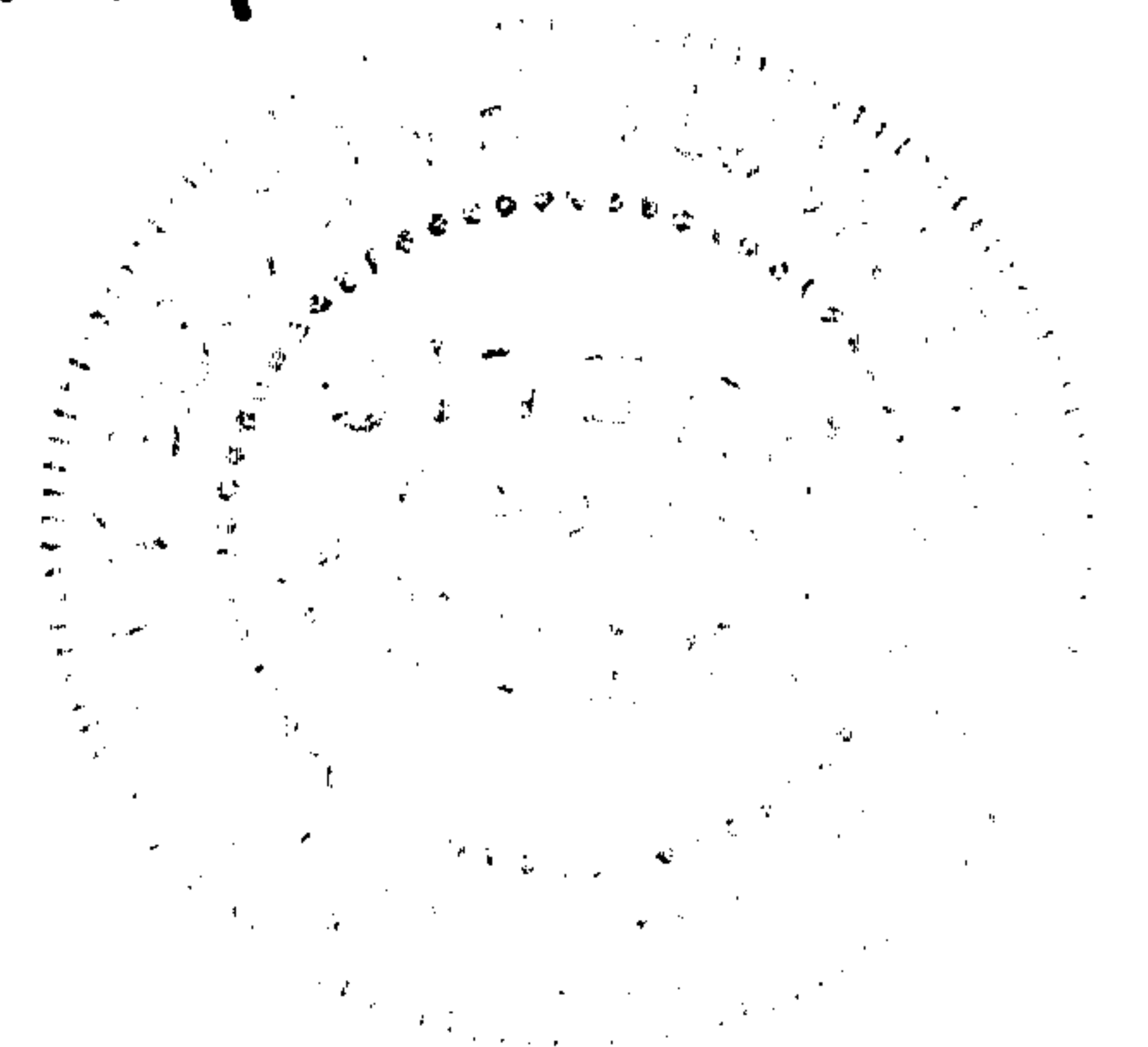
17th day of April, 2006 PM

Kimberly R. Matherly
Notary Public

My commission expires: 6-28-09


My Commission Expires June 28, 2009

Kimberly R. Matherly
Kimberly R. Matherly



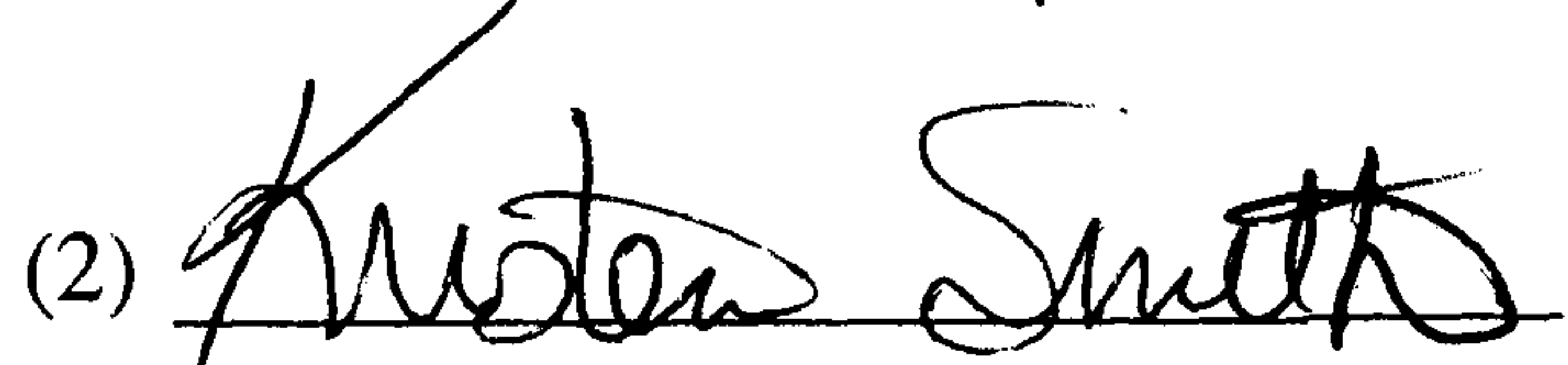
MORTGAGEE

MIDFIRST BANK,
an Oklahoma Corporation


Kevin Osuna - Vice President

(1) 

Printed Name: Tiffany Brown

(2) 

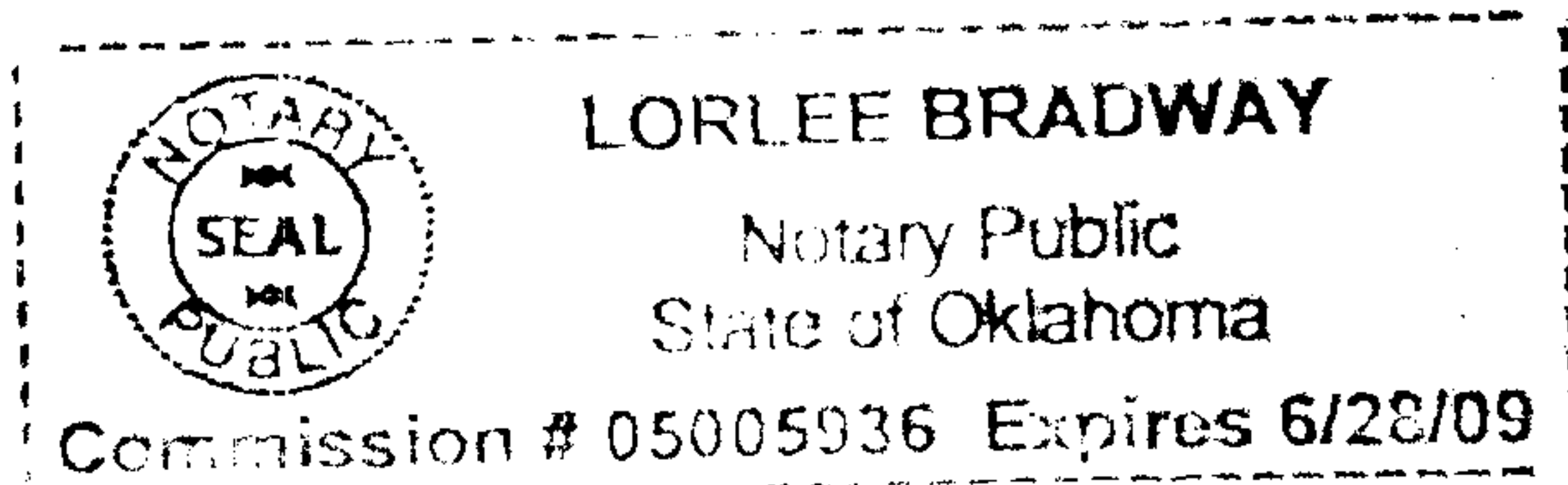
Printed Name: KRISTEN Smith


STATE OF OKLAHOMA)

Oklahoma COUNTY)

The undersigned, Notary Public in and for said County, in said State, hereby certify that Kevin Osuna, whose name as Vice President of MidFirst Bank, an Oklahoma Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer of the corporation and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 21st day of April, 2006.




Notary Public Lorlee Bradley
My commission expires: 6/28/09