



20061211000599700 1/6 \$219.90  
Shelby Cnty Judge of Probate, AL  
12/11/2006 03:23:41PM FILED/CERT

Document Prepared By **Justin Hayes**  
MidFirst Bank  
999 NW Grand Blvd Suite 100  
Oklahoma City, OK 73118-6116  
1-800-552-3000

When Recorded Return To: MOD 1  
First American Title Company *MPG*  
P.O. Box 27670  
Santa Ana, CA 92799 *3008130*  
Attn: Loss Mitigation Title Services

**MODIFICATION OF**  
**MORTGAGE NOTE AND MORTGAGE**

THIS MODIFICATION OF NOTE AND MORTGAGE is made **August 25, 2006**, by and between **RANDALL B BUFF & MARY JO P BUFF, MARRIED** (hereafter the "Mortgagors") and **MIDFIRST BANK, an Oklahoma Corporation**, (the "Lender/Assignee") and **Mortgage Electronics Registration Systems, Inc, as mortgagee of record solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026** (hereinafter referred to as "Mortgagee").

**WITNESSETH:**

*New Money : \$5,948.94*

WHEREAS, on November 08, 1999, **RANDALL B BUFF & MARY JO P BUFF**, executed that certain Mortgage Note in the amount of **One Hundred Twenty Two Thousand Five Hundred Seventy Dollars and No Cents (\$122,570.00)** in favor of **Southtrust Mortgage Corporation** (the "Note"); and

WHEREAS, on November 08, 1999, **RANDALL B BUFF & MARY JO P BUFF**, executed that certain Mortgage, in favor of **Southtrust Mortgage Corporation**, which mortgage was filed for record in the Office of the Judge of Probate of **Shelby County, Alabama** in Instrument No. **1999-46588** and transferred and assigned to **MERS (Mortgage Electronic Registration Systems, Inc.)** and recorded in Instrument No. **2000-45243**, (the "Mortgage"); on the following real property, to wit:



From the Northeast corner of the South half of the Northeast Quarter of the Northeast Quarter of Section 24, Township 20 South, Range 3 West run West along the North boundary line of the said South half of the Northeast Quarter of the Northeast Quarter, Section 24, Township 20 South, Range 3 West, for 363.99 feet to the point of beginning of the land herein described and conveyed; thence continue West along the North boundary line of the South Half of the Northeast Quarter of the Northeast Quarter, Section 24, Township 20 South, Range 3 West for 242.02 feet, more or less, to a point on the East right of way line of the Fungo Public Road; thence turn an angle of 55 degrees 05 1/2 minutes to the left and run Southwesterly along the East right of way line of the Fungo Road for 150.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run Southeasterly 198.60 feet; thence turn an angle of 90 degrees 00 minutes to the left and run Northeasterly 288.63 feet, more or less, to the point of beginning. This being a part of the South half of the Northeast Quarter of the Northeast Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama.

Being the same property conveyed to **RANDALL B BUFF & MARY JO P BUFF** by Deed of Trust recorded **November 15, 1999** and recorded in Instrument No. **1999-46587**, in Shelby County, Alabama.

Parcel #**136241001006000**

**WHEREAS**, the parties desire to amend and modify the Mortgage Note and Mortgage To change the face principal amount of the Mortgage Note to **One Hundred Twenty Eight Thousand Five Hundred Eighteen Dollars and Ninety Four Cents (\$128,518.94)**; and

**WHEREAS**, the parties desire to amend and modify the Mortgage Note and Mortgage to Maintain the Maturity Date of **December 01, 2030**; and

**WHEREAS**, the parties hereby agree that the interest rate shall be **7.500%**, and the new principal and interest payment will be **Nine Hundred Sixty One Dollars and One Cent (\$961.01)** and an escrow payment of **One Hundred Seventeen Dollars and Eighteen Cents (\$117.18)** for a total new payment of **One Thousand Seventy Eight Dollars and Nineteen Cents (\$1,078.19)** starting on **November 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 **One Hundred Twenty Eight Thousand Five Hundred Eighteen Dollars and Ninety Four Cents (\$128,518.94)** instead of the amount of **One Hundred Twenty Two Thousand Five Hundred Seventy Dollars and No Cents (\$122,570.00)**.

3. Except as expressly provided herein, each and every other provision of the Mortgage Note and

Loan Modification

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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 Lender have caused this Modification of Mortgage Note and Mortgage to be duly executed and effective as of the date first written above.

MORTGAGORS:

(1) Lacritia Sweeney  
Printed Name: Lacritia Sweeney

Randall B Buff  
RANDALL B BUFF

(2) Stephanie Young  
Printed Name: Stephanie Young

(3) Brenda J Shaw  
Printed Name: BRENDA J SHAW

Mary Jo P Buff  
MARY JO P BUFF

(4) Kate N Lee  
Printed Name: Kate N Lee

STATE OF ALABAMA )

Shelby COUNTY )

The undersigned, Notary Public in and for said County, in said State, hereby certify that RANDALL B BUFF & MARY JO P BUFF, 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 he same bears date.

Given under my hand and official seal on this the 19 day of September, 2006

Billy Caper  
Notary Public  
My commission expires: MY COMMISSION EXPIRES JUNE 12, 2010

**LENDER**

MIDFIRST BANK,  
an Oklahoma Corporation

(1) Patricia Edwards

Printed Name: Patricia Edwards

Kevin Osuna  
Kevin Osuna – Vice President

(2) Marion D. Shoemaker

Printed Name: MARION D. SHOEMAKER

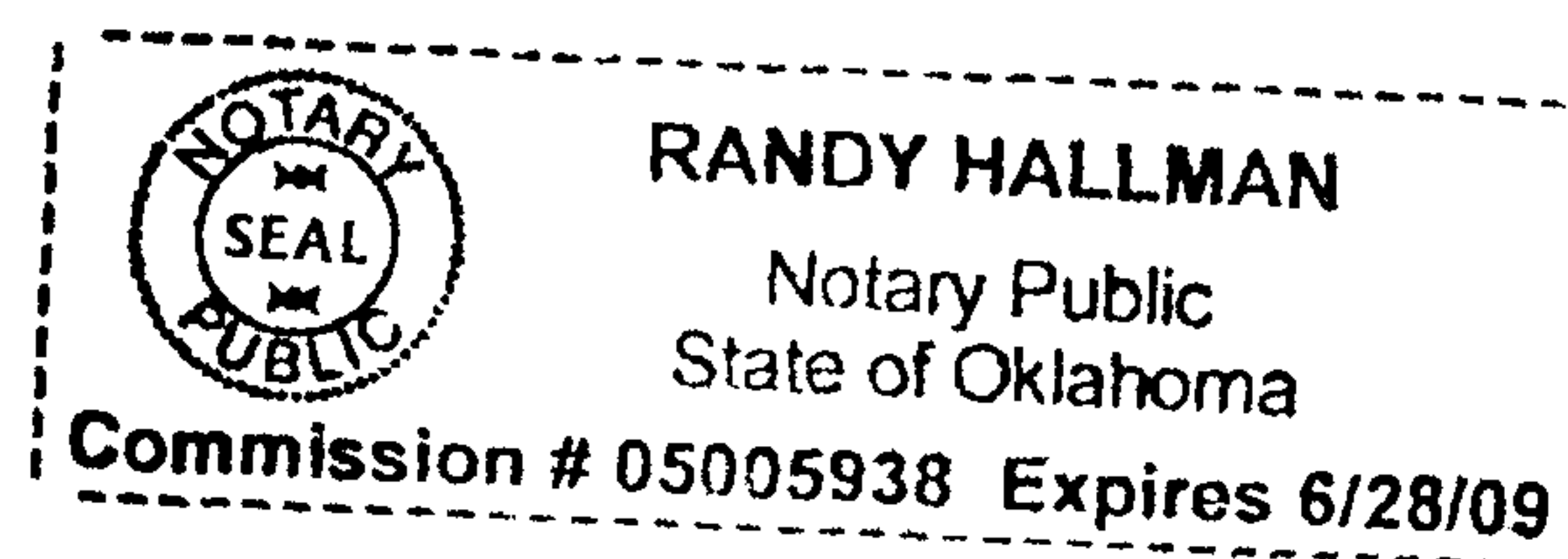
STATE OF OKLAHOMA )

OKLA 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, a federally chartered savings association, 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 3 day of Oct, 2006.

Randy Hallman  
Notary Public  
My commission expires: 6/28/09





**Mortgagee**

Mortgage Electronic Registration  
Systems, Inc.

(1) Patricia Edwards

Printed Name: Patricia Edwards

Kevin Osuna  
Kevin Osuna – Vice President

(2) Marion Shortess

Printed Name: MARION SHORTESS

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 Mortgage Electronic Registration Systems, Inc., 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 17 day of Oct, 2006.

My commission expires: 6/28/09

Randy Hallman  
Notary Public

