

20220127000037870
01/27/2022 09:47:56 AM
MORTAMEN 1/8

This Document Prepared By:
KAY STEVENSON
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Source of Title: **INSTRUMENT NO. 20020606000266380**
Tax/Parcel #: **13 6 23 2 002 007.000**

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$159,101.00

FHA/VA/RHS Case

Unpaid Principal Amount: \$128,941.16

No.:115570244703

New Principal Amount: \$142,566.39

MERS Min: 100317820609214652

New Money (Cap): \$13,625.23

MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 6TH day of **DECEMBER, 2021**, between **GERALD W. ALLISON, A MARRIED PERSON AND RUTH E. ALLISON, A MARRIED PERSON** ("Borrower"), whose address is **1114 DEEARING DOWNS DR, HELENA, AL 35080** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **OCTOBER 13, 2006** and recorded on **OCTOBER 23, 2006** in **INSTRUMENT NO. 20061023000522780**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**, 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 the "Property", located at

1114 DEARING DOWNS DR, HELENA, ALABAMA 35080
(Property Address)

the real property described is located in **SHELBY COUNTY, ALABAMA** and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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):

1. As of, **JANUARY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$142,566.39**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$13,625.23**.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.1250%**, from **JANUARY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$610.72**, beginning on the **1ST** day of **FEBRUARY, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2052** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a



beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

8. **"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.**

In Witness Whereof, I have executed this Agreement.

Ruth E. Allison
Borrower: RUTH E. ALLISON

12/23/21
Date

Gerald W. Allison
Borrower: GERALD W. ALLISON

12/23/21
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

I, a Notary Public, hereby certify that **RUTH E. ALLISON; GERALD W. ALLISON** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 23 day of December, 2021.

Victoria Wilkins
Notary Public

Print Name Victoria Wilkins

MY COMMISSION EXPIRES SEPTEMBER 24, 2024

My commission expires: _____



DA ka

Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By Blake Hendley

JAN 05 2022

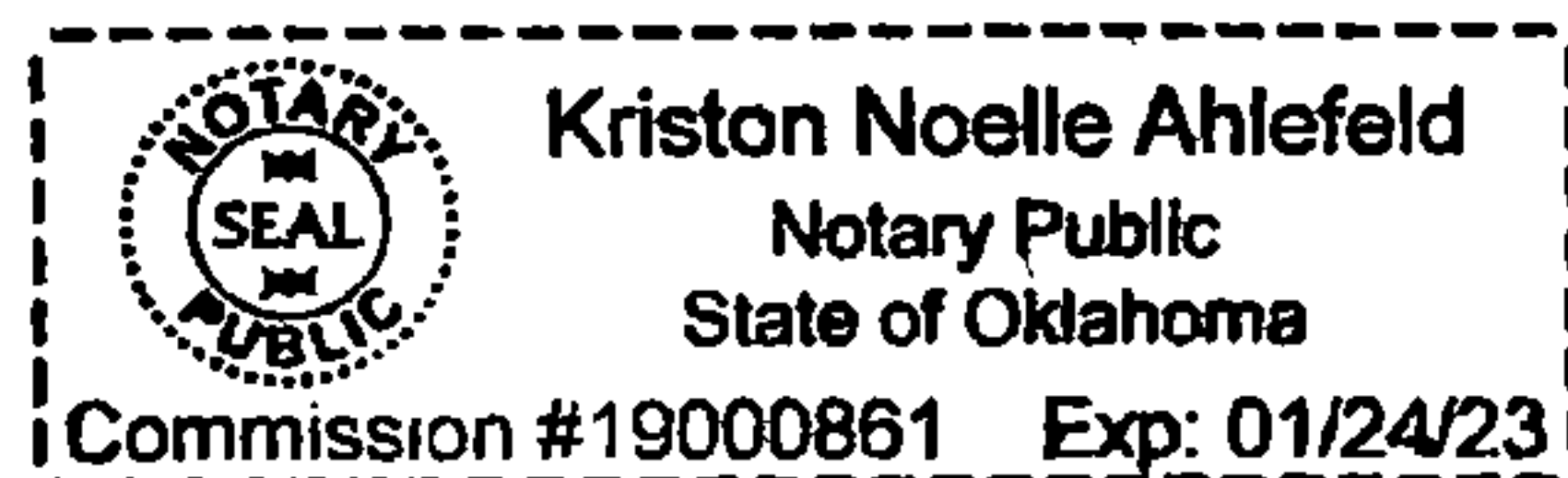
Date

[Space Below This Line for Acknowledgments]

STATE OF Oklahoma COUNTY OF Oklahoma

The instrument was acknowledged before me this JAN 05 2022 by
Blake Hendley, the
Vice President of Mortgage Electronic Registration
Systems, Inc., a corporation, on behalf of said entity.

Kriston Noelle Ahlefeld
Notary Public




Printed Name: Kriston Noelle Ahlefeld

My commission expires: JAN 24 2023

THIS DOCUMENT WAS PREPARED BY:
KAY STEVENSON
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

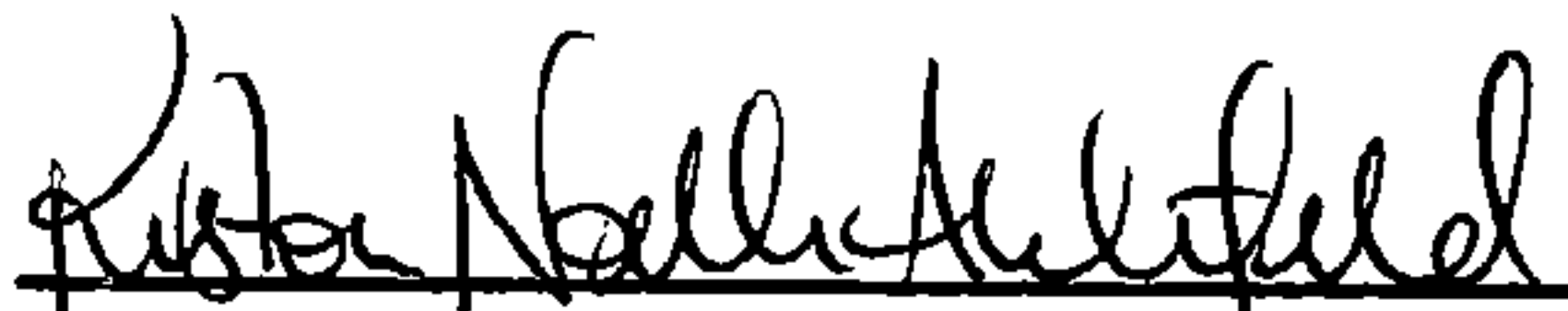
By  Michael Henry Vice President JAN 05 2022
(print name) (title) Date

_____[Space Below This Line for Acknowledgments]_____

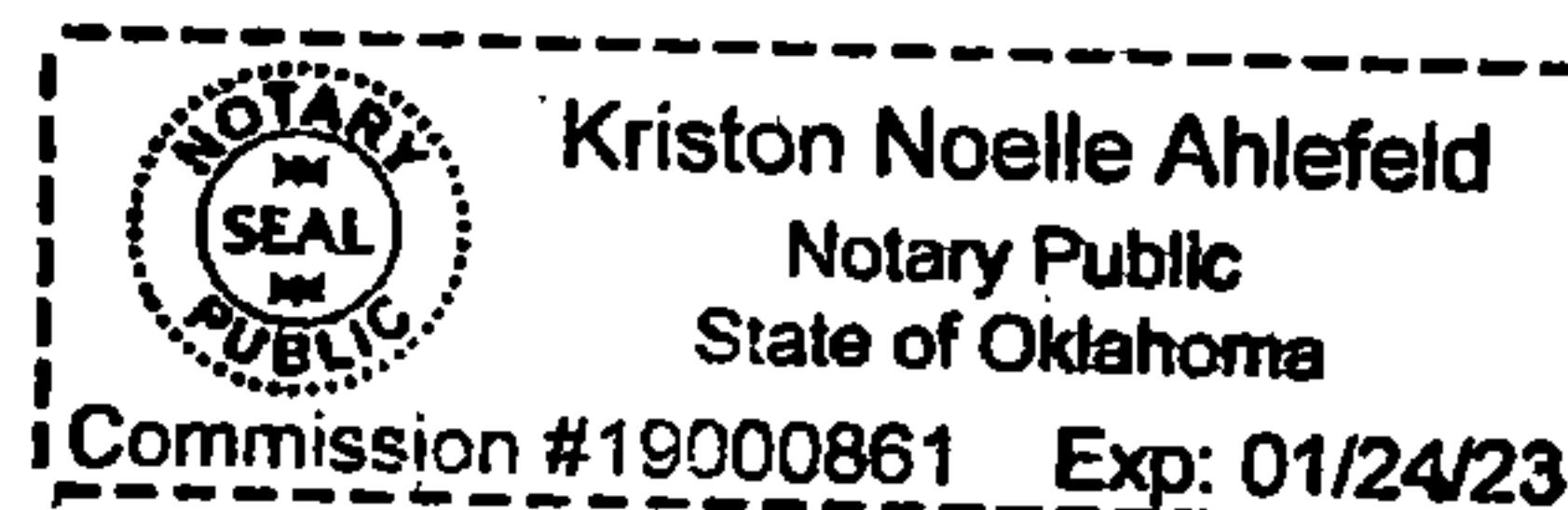
LENDER ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Oklahoma

The instrument was acknowledged before me on JAN 05 2022 (date)
by Michael Henry, as Vice President of
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.


Notary Public

Printed Name: Kriston Noelle Ahlefeld



My commission expires: JAN 24 2023

THIS DOCUMENT WAS PREPARED BY:
KAY STEVENSON
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

EXHIBIT A

BORROWER(S): GERALD W. ALLISON, A MARRIED PERSON AND RUTH E. ALLISON, A MARRIED PERSON

LOAN NUMBER: 58463189

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF HELENA, COUNTY OF SHELBY, STATE OF AL, and described as follows:

LOT 8, ACCORDING TO THE SURVEY OF DEARING DOWNS, AS RECORDED IN MAP BOOK 6, PAGE 136, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 1114 DEARING DOWNS DR, HELENA, ALABAMA 35080



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/27/2022 09:47:56 AM
\$256.90 CHERRY
20220127000037870

Allen S. Bayl

Ree GA