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09/06/2022 08:20:49 AM  
MORTAMEN 1/7

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

When recorded mail to: 14668035  
FAMS-DTO Rec  
3 First American Way  
Santa Ana, CA 92707  
MIDLAND | 1348.10 | PR DOCS  
B-AL CALLIN | E-Record

Source of Title: INSTRUMENT NO. 20190614000211060  
Tax/Parcel #: 09 6 23 4 001 052.000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$255,192.00      FHA\VA Case No.:119137823703  
Unpaid Principal Amount: \$243,410.44      MERS Min: 100020420000844534  
New Principal Amount: \$206,420.78      MERS Phone #: (888) 679-6377  
New Money (Cap): \$0.00

Property Address: 232 POLO FIELD WAY, CHELSEA, ALABAMA 35043

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this **28TH** day of **JULY, 2022**, between **JASON CALLIN AND, AMY CALLIN HUSBAND AND WIFE** ("Borrower"), whose address is **232 POLO FIELD WAY, CHELSEA, AL 35043** 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 **JUNE 14, 2019** and recorded on **JUNE 14, 2019** in **INSTRUMENT NO. 20190614000211070**, 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

**232 POLO FIELD WAY, CHELSEA, ALABAMA 35043**

(Property Address)

the real property described being set forth as follows:

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF CHELSEA, COUNTY OF SHELBY, STATE OF AL, AND DESCRIBED AS FOLLOWS:**

**LOT 39, POLO CROSSINGS SECTOR IV, ACCORDING TO MAP BOOK 49, PAGE 2, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

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, **AUGUST 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$206,420.78**, 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. **\$0.00**.
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 **6.0000%**, from **AUGUST 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 1,135.76**, beginning on the **1ST** day of **SEPTEMBER, 2022**, and continuing thereafter on the same day of each succeeding

month until principal and interest are paid in full. If on **AUGUST 1, 2062** (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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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.

Jason Callin  
Borrower: JASON CALLIN

8/9/22  
Date

Amy Callin  
Borrower: AMY CALLIN

8/9/22  
Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

The State of ALABAMA )  
Jefferson County )

I, a Notary Public, hereby certify that **JASON CALLIN, MARRIED TO EACH OTHER; AMY CALLIN, MARRIED TO EACH OTHER** 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.

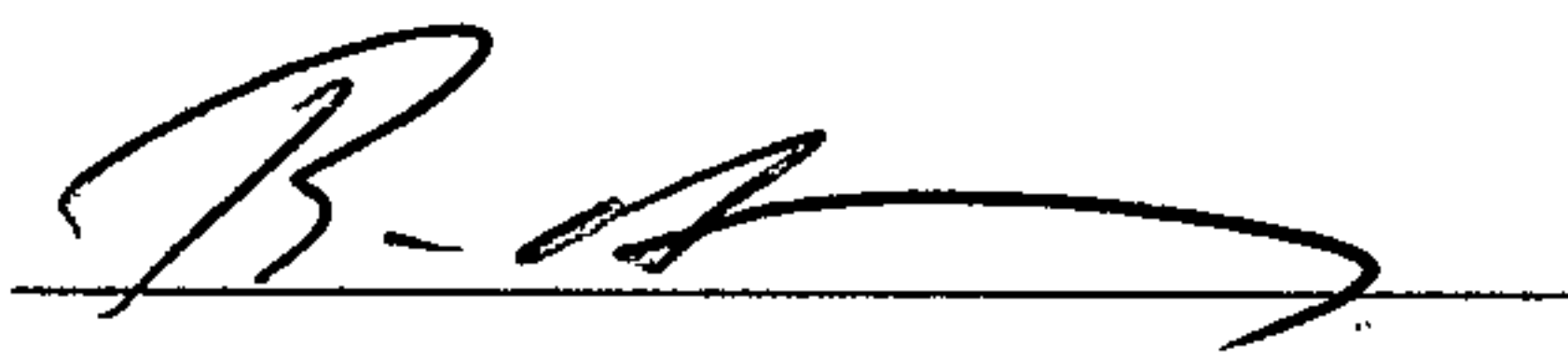
Given under my hand this 9 day of August, 2022.

Heather Bowhan  
Notary Public

Print Name Heather Bowhan

My commission expires: 7-27-24

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

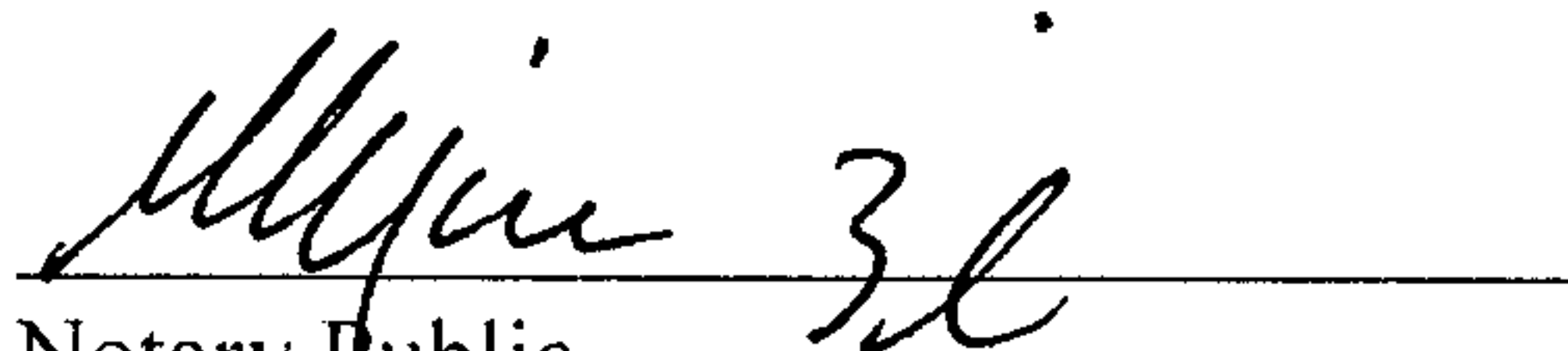
AUG 23 2022  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

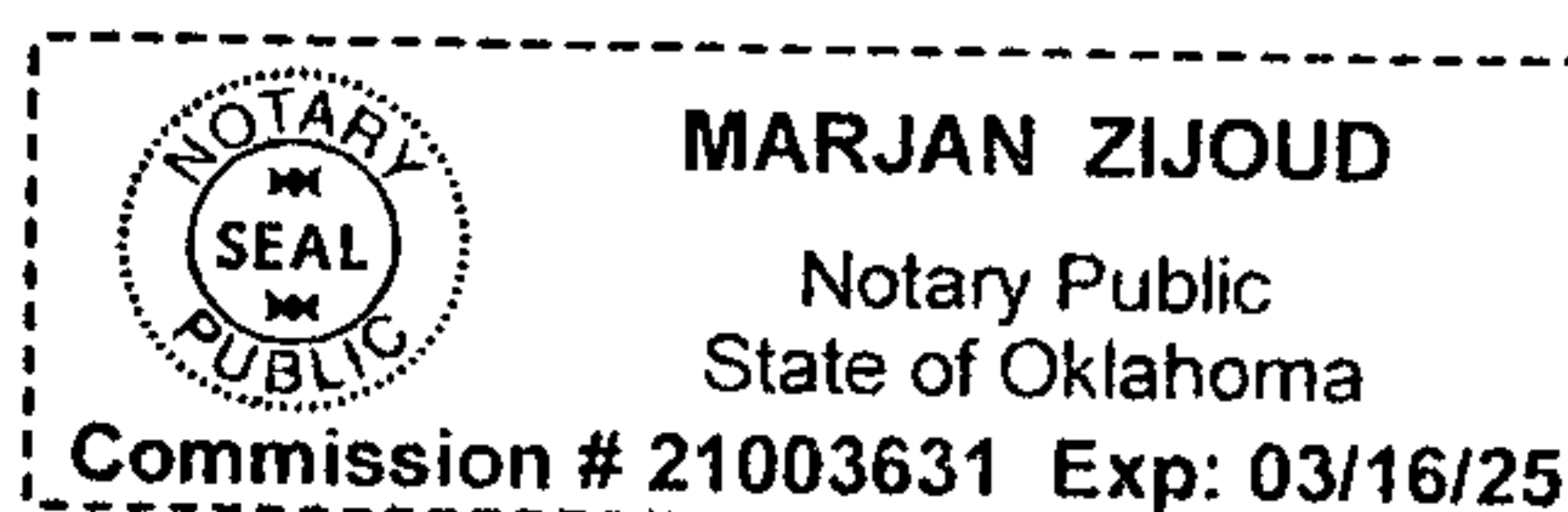
STATE OF Oklahoma COUNTY OF Oklahoma

The instrument was acknowledged before me this AUG 23 2022 by  
Blake Hendley, as  
Vice President of Mortgage Electronic Registration  
Systems, Inc., a \_\_\_\_\_, on behalf of said entity.

*mz*

  
Notary Public

Printed Name: Marjan Zijoud



My commission expires: MAR 16 2025

**THIS DOCUMENT WAS PREPARED BY:**  
**PATRINA HEMBY**  
**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 Ashleigh Johnson  
**Vice President**

(print name)  
(title)

AUG 23 2022  
Date

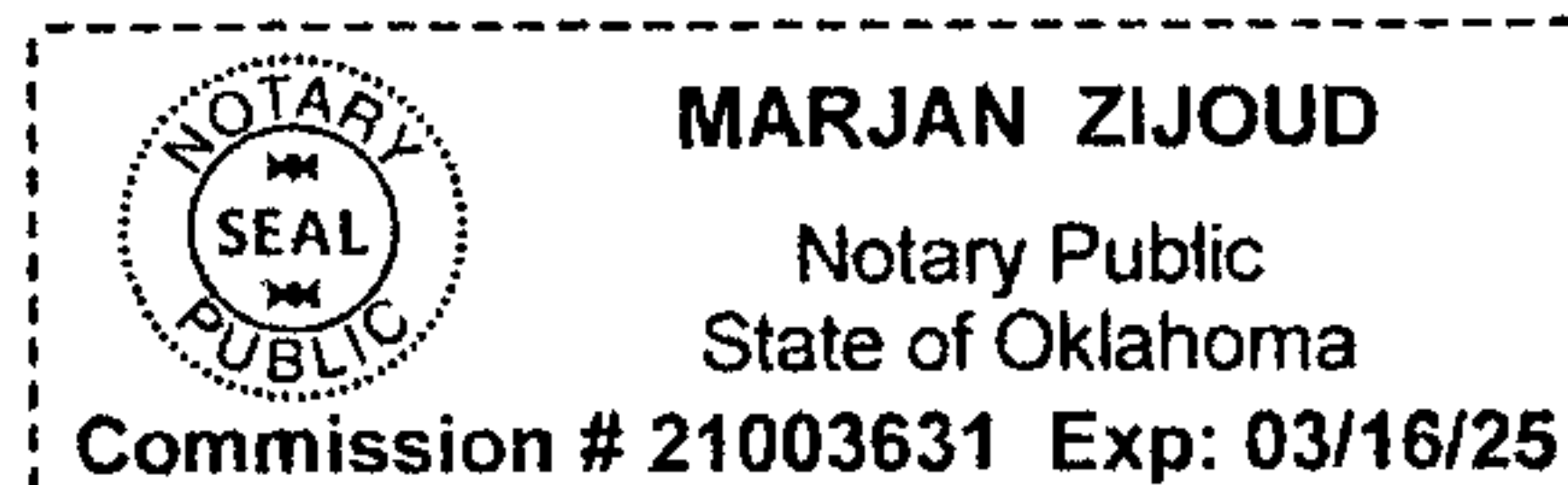
\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

STATE OF Oklahoma  
COUNTY OF Oklahoma

The instrument was acknowledged before me on AUG 23 2022 (date)  
by Ashleigh Johnson, as Vice President of  
**MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.**

Marjan Zijoud  
Notary Public

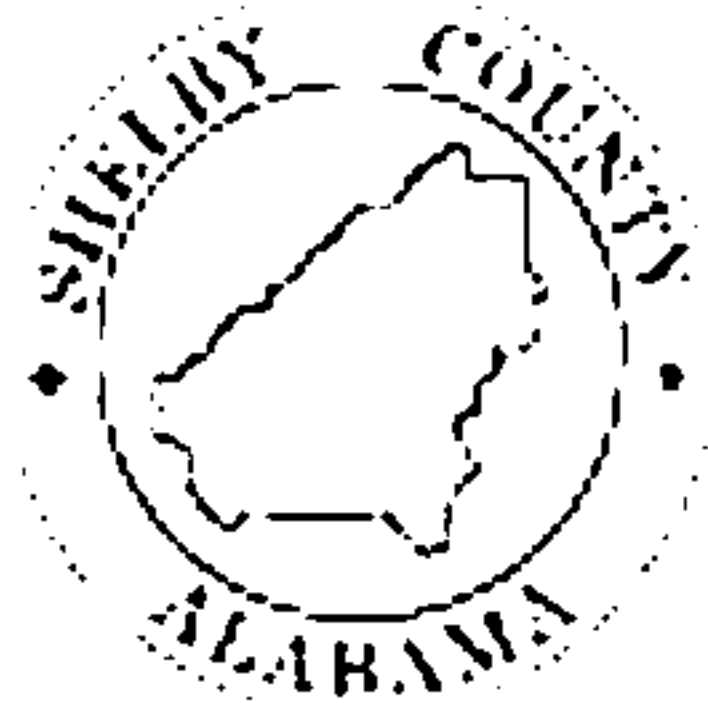
Printed Name: Marjan Zijoud



My commission expires: MAR 16 2025

**THIS DOCUMENT WAS PREPARED BY:  
PATRINA HEMBY**

**MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION  
501 N.W. GRAND BLVD  
OKLAHOMA CITY, OK 73118**



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/06/2022 08:20:49 AM  
\$349.75 JOANN  
20220906000345580**

Alvin S. Bayl