

When Recorded Return To: MPG  
First American Title Company  
P.O. Box 27670  
Santa Ana, CA 92799 2048837  
Attn: Special Default Services Division

Prepared by : Makaria Zolbe  
Midland Mortgage Company  
999 Northwest Grand Blvd Suite 100  
Oklahoma City, OK 73118-6116

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

THIS MODIFICATION OF NOTE AND MORTGAGE is made this 11th day of August, 2004, by and between RONY SWAID & RHONDA C BOWEN, MARRIED (hereafter the "Mortgagors") and MIDFIRST BANK, an Oklahoma Corporation, (the "Mortgagee/Assignee").

capped amount \$2,693.59

**WITNESSETH:**

**WHEREAS**, on July 21, 1999, RONY SWAID & RHONDA C BOWEN, executed that certain Mortgage Note in the amount of One Hundred Eight Thousand Five Hundred Eighty Nine Dollars and No Cents (\$108,589.00) in favor of SOUTH STATES MORTGAGE CORPORATION (the "Note"); and

**WHEREAS**, on July 21, 1999, RONY SWAID & RHONDA C BOWEN, executed that certain Mortgage, in favor of SOUTH STATES MORTGAGE CORPORATION, which mortgage was filed for record in the Office of the Judge of Probate of SHELBY County, Alabama in Book 1999-33749, said mortgage transferred and assigned to MidFirst Bank and recorded in Instrument Number 20021122000585460/, (the "Mortgage"); on the following real property, to wit:

document number

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY,

ALABAMA. BEING MORE PARTICULARLY DESCRIBED IN DOCUMENT NO.  
20031103000729470 IN THE DEED RECORDS OF SHELBY COUNTY, ALABAMA.

Being the same property conveyed to RONY SWAID AND RHONDA C BOWEN by Deed of Trust dated August 18, 2003 and recorded in Deed Book 2003-1103000729470, in SHELBY County, Alabama.

Parcel # 13-7-26-2-001-023-000

**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 Eleven Thousand Two Hundred Eighty Two Dollars and Fifty Nine Cents (\$111,282.59); and

**WHEREAS**, the parties desire to amend and modify the Mortgage Note and Mortgage to change the Maturity Date from August 01, 2029 to a new Maturity Date of July 01, 2034; and

**WHEREAS**, the parties hereby agree that the interest rate shall be 8.000%, and the new principal and interest payment will be Eight Hundred Sixteen Dollars and Fifty Five Cents (\$816.55) and an escrow payment of One Hundred Seventy Seven Dollars and Thirty Two Cents (\$177.32) for a total new payment of Nine Hundred Ninety Three Dollars and Eighty Seven Cents (\$993.87) starting on August 01, 2004. 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 Eleven Thousand Two Hundred Eighty Two Dollars and Fifty Nine Cents(\$111,282.59) instead of the amount of One Hundred Eight Thousand Five Hundred Eighty Nine Dollars and No Cents (\$108,589.00).

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.

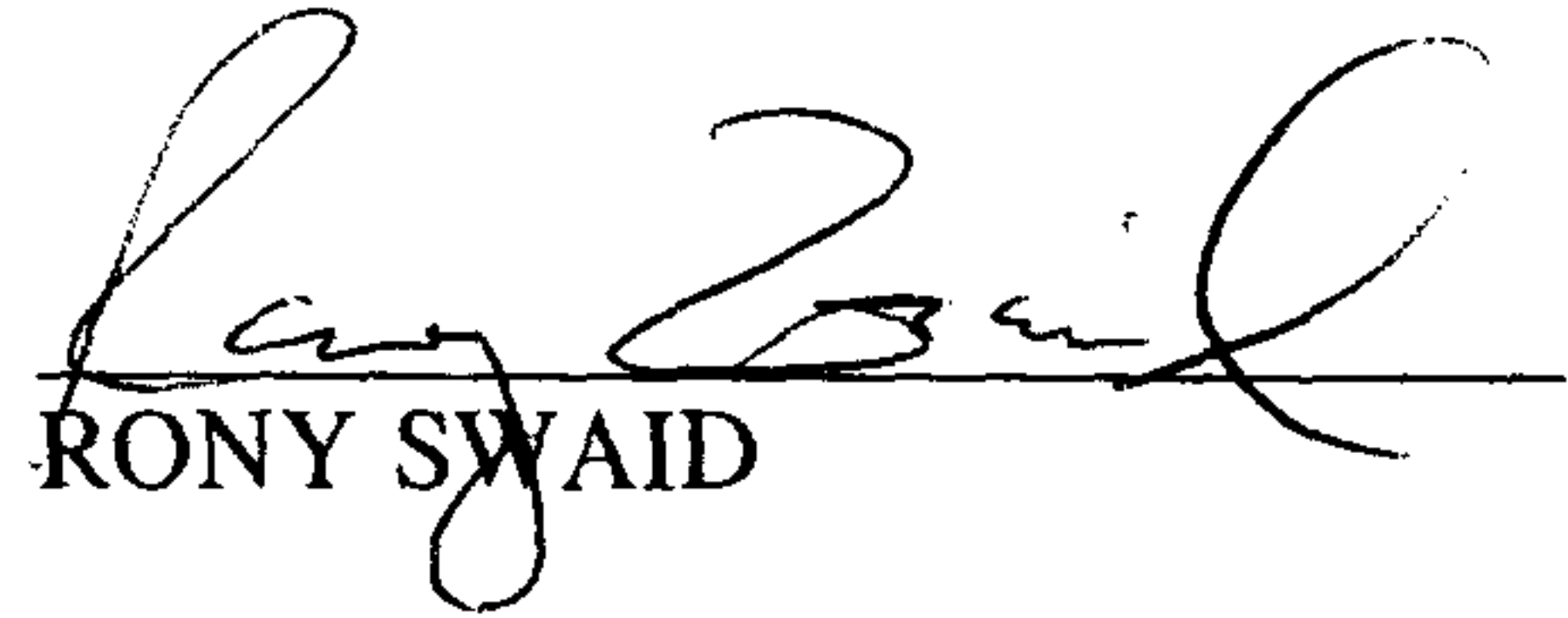


IN WITNESS WHEREOF, Mortgagors and Mortgagee have caused this Modification of Mortgage Note and Mortgage to be duly executed and effective as of the date first written above.

**MORTGAGORS:**

(1) \_\_\_\_\_

Printed Name: \_\_\_\_\_

  
RONY SWAID

(2) \_\_\_\_\_

Printed Name: \_\_\_\_\_

(3) \_\_\_\_\_

Printed Name: \_\_\_\_\_

  
RHONDA C BOWEN

(4) \_\_\_\_\_

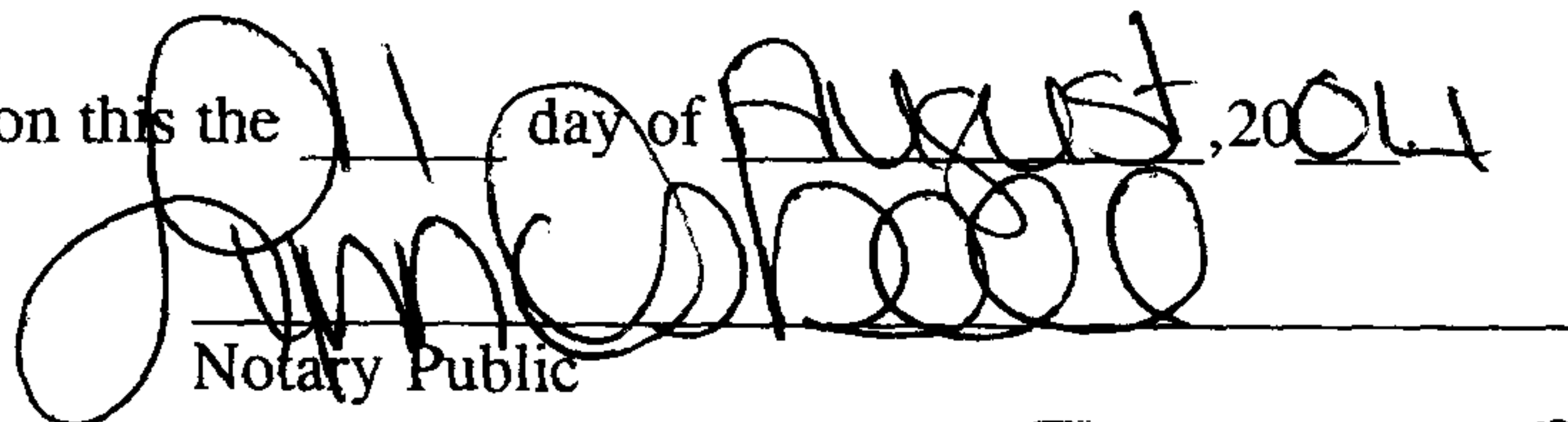
Printed Name: \_\_\_\_\_

STATE OF ALABAMA )

  
SHELBY COUNTY )

The undersigned, Notary Public in and for said County, in said State, hereby certify that RONY SWAID & RHONDA C BOWEN, 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 11 day of August, 2004

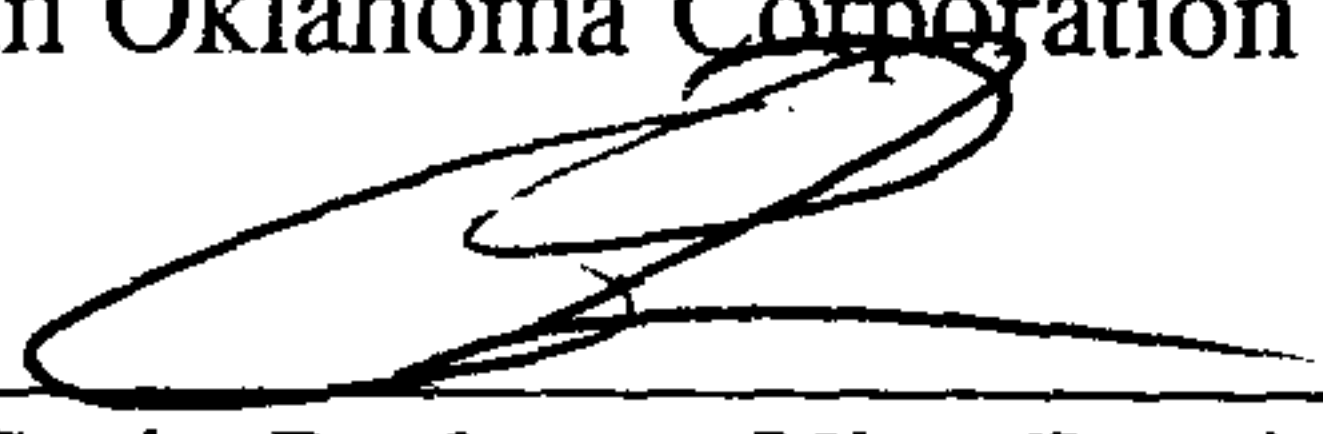
  
Notary Public


My commission expires: SEPTEMBER 5, 2006

**MORTGAGEE**

MIDFIRST BANK,  
an Oklahoma Corporation

(1)   
Printed Name: A. W. Sealherall

  
Craig Parker - Vice President

(2)   
Printed Name: Terri Renner

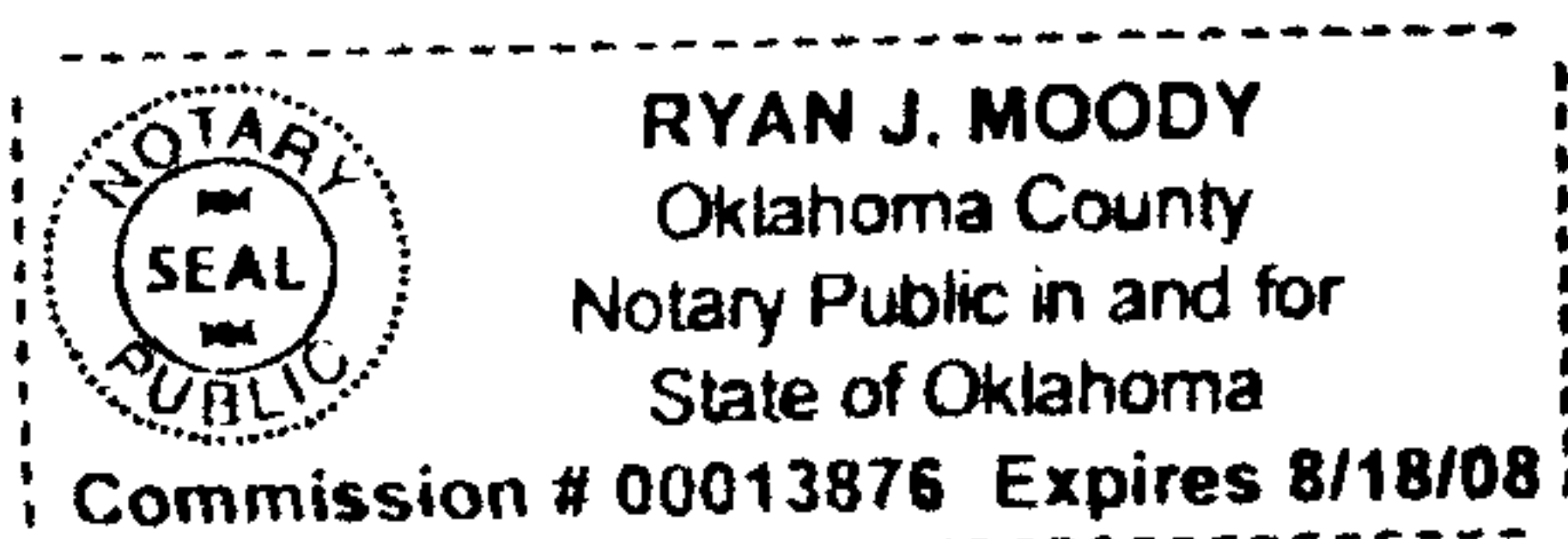



STATE OF OKLAHOMA )

Oklahoma COUNTY )

The undersigned, Notary Public in and for said County, in said State, hereby certify that Craig Parker, 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.

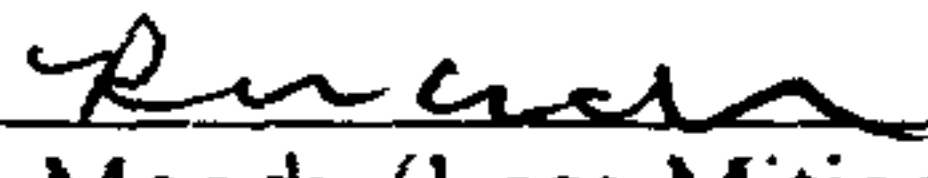
Given under my hand and official seal on this the 23rd day of August, 2004.



  
Notary Public  
My commission expires: August 18, 2008

**Certificate of Preparation**

I hereby certify that the within instrument was prepared by the party whose signature appears below:

  
Ryan Moody (Loss Mitigation)  
Midland Mortgage  
999 NW Grand Boulevard, Suite 100  
Oklahoma City, OK 73118-6116  
(405) 426 - 1558

SERVICER'S LOAN#:

47755264