

prepared by:

When Recorded Return To:

First American Title Company

P.O. Box 27670

Santa Ana, CA 92799

Attn: Loss Mitigation Title Services

MODIFICATION OF
MORTGAGE NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE is made this 14th day of February, 2005, by and between SHAE H WHITNEY, AN UNMARRIED PERSON (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 Volume 2001-00921, and transferred and assigned to COMMERCIAL FEDERAL MORTGAGE CORPORATION recorded in Instrument Number 2001-00922/; further, said mortgage transferred and assigned to MidFirst Bank and recorded in Instrument Number 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 Book 2001-00920, in SHELBY County, Alabama.

Parcel #138281005071000

Loan Modification

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MMC #49352995

no capped.

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage To change the face principal amount of the Mortgage Note to Eighty Eight Thousand Eight Hundred Forty Two Dollars and Forty One Cents (\$88,842.41); and

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage to the Maturity Date from January 01, 2031

WHEREAS, the parties hereby agree that the interest rate shall be 7.500%, and the new principal and interest payment will be Six Hundred Forty Eight Dollars and Two Cents (\$648.02) and an escrow payment of One Hundred Ten Dollars and Sixty Two Cents (\$110.62) for a total new payment of Seven Hundred Fifty Eight Dollars and Sixty Four Cents (\$758.64) starting on February 01, 2005. 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.

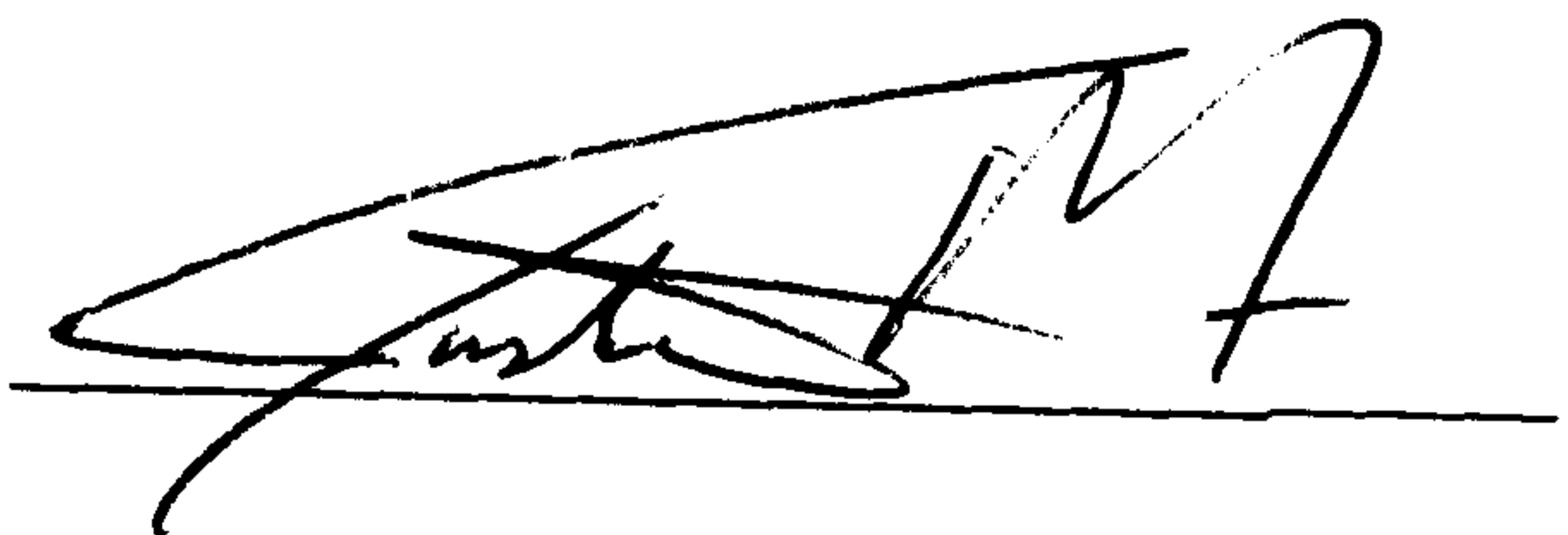
2. All references in the Mortgage Note and Mortgage shall mean and refer to the amount of Eighty Eight Thousand Eight Hundred Forty Two Dollars and Forty One Cents(\$88,842.41) instead of the amount of Eighty Nine Thousand Four Hundred Seventy Two Dollars and No Cents (\$89,472.00).

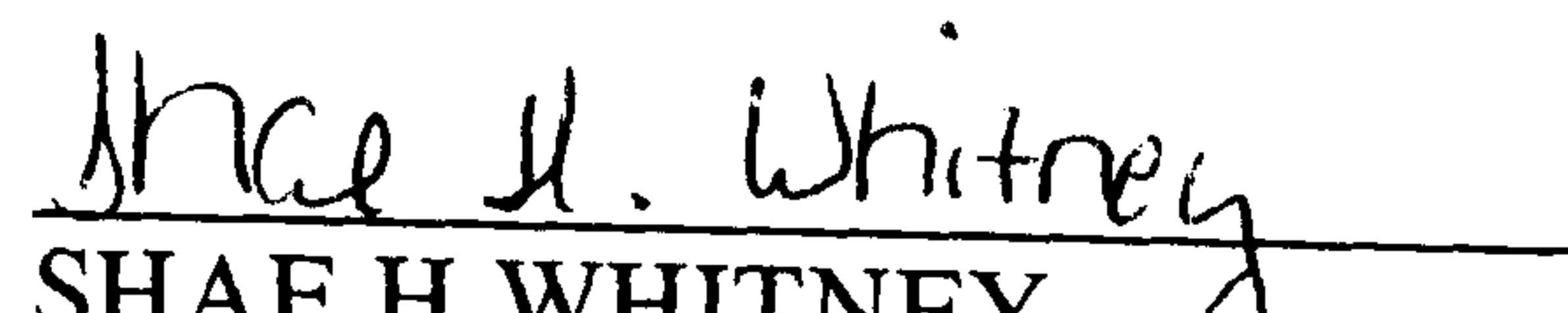
3. Except as expressly provided herein, each and every other provision of the Mortgage Note and Mortgage shall remain in full force and effect.

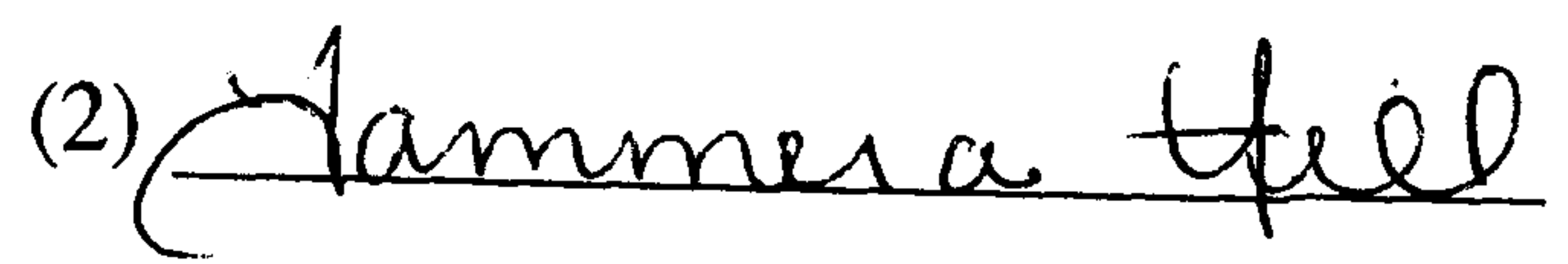
4. This Modification of Mortgage Note and Mortgage may be executed in counterparts, which when taken together shall constitute one original.

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) 
Printed Name: Justin Moss

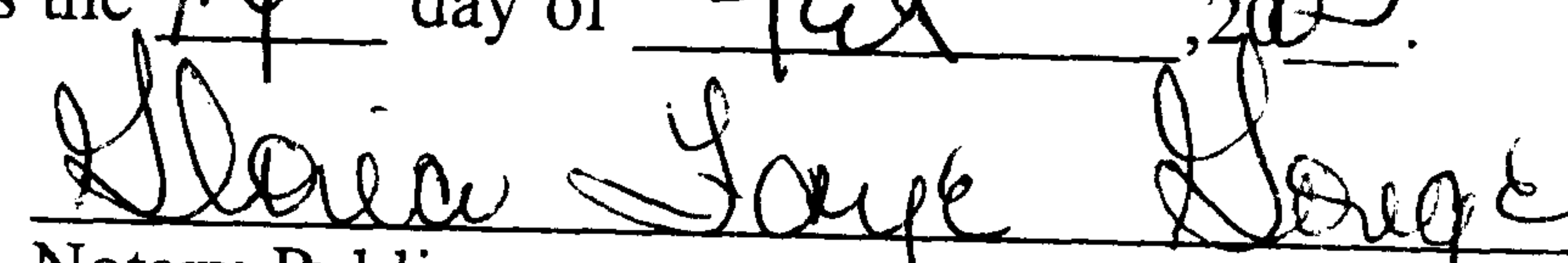

SHAE H WHITNEY

(2) 
Printed Name: Tamera Hill

STATE OF ALABAMA)


SHELBY COUNTY)

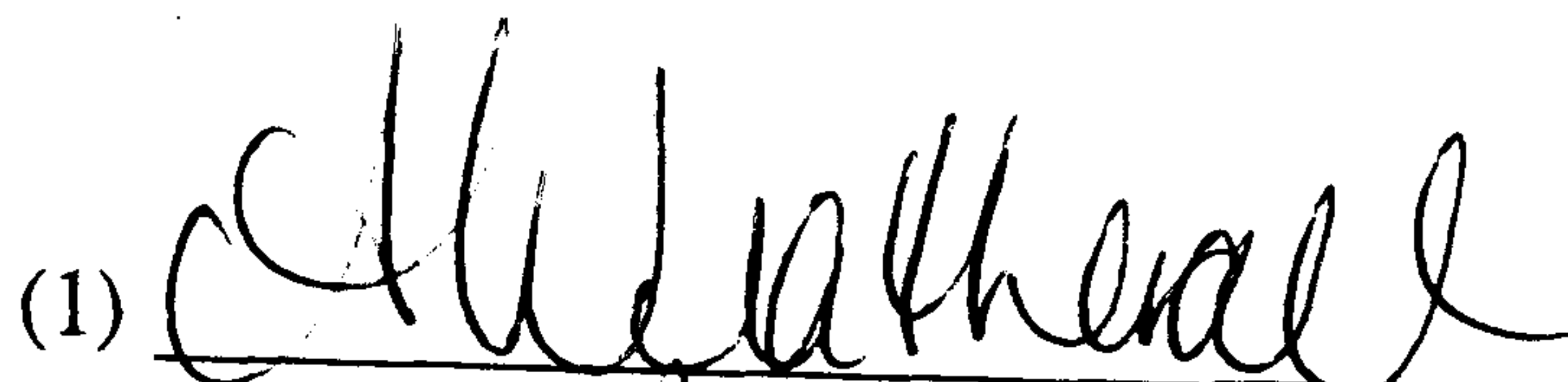
The undersigned, Notary Public in and for said County, in said State, hereby certify that SHAE H WHITNEY, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, executed the same voluntarily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


Given under my hand and official seal on this the 14 day of Jul, 2005.

Notary Public
My commission expires: 5-7-06

MORTGAGEE

MIDFIRST BANK,
an Oklahoma Corporation


Craig Parker - Vice President

(1) 
Printed Name: H Weatherall

(2) 
Printed Name: Tim Renner

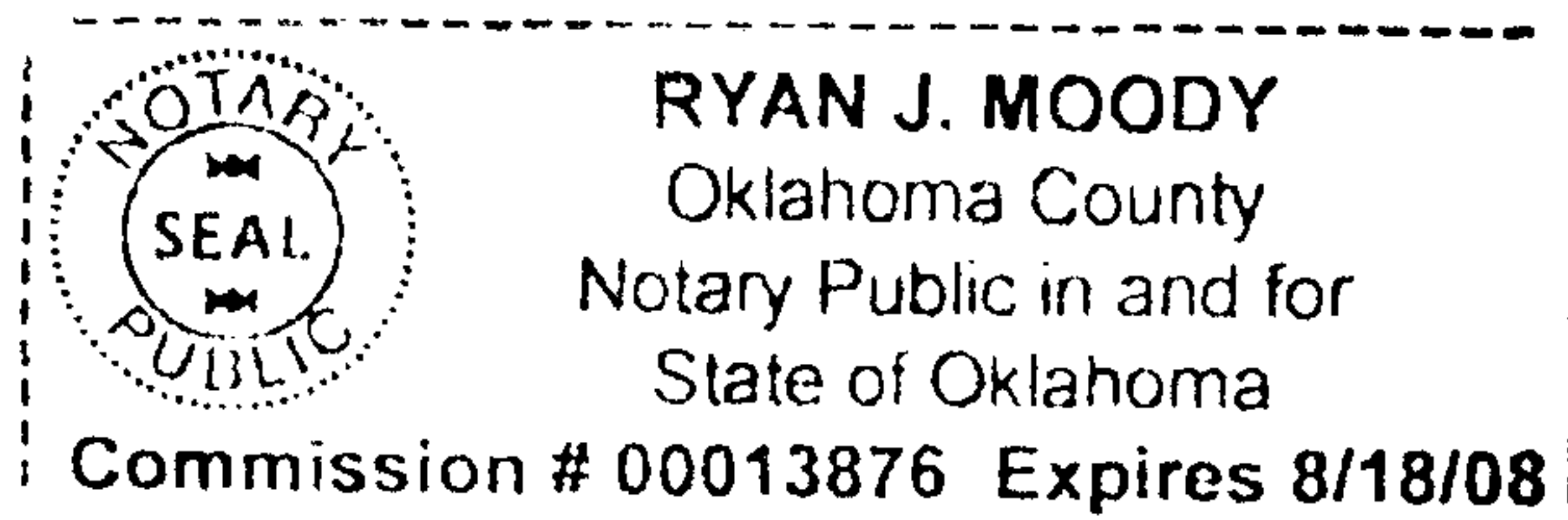



STATE OF OKLAHOMA)

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 24th day of February, 2005.




Notary Public
My commission expires: 8/18/08