

20051123000610800 1/7 \$189.50
Shelby Cnty Judge of Probate, AL
11/23/2005 12:44:50PM FILED/CERT

When Recorded Return To: MOD 1
First American Title Company MPG
P.O. Box 27670
Santa Ana, CA 92799 2427531
Attn: Loss Mitigation Title Services

MODIFICATION OF MORTGAGE NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE is made this 21 day of July, 2005, by and between KATHLEEN M HARVEY, BRANDON K BELL & GINA M BELL, all married persons, (hereafter the "Mortgagors") and MIDFIRST BANK, an Oklahoma Corporation, (the "Lender/Assignee") and Mortgage Electronics Registration Systems, Inc, ("Mortgagee") and granted or assigned to Mortgage Electronic 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.

CAPPED AMOUNT \$11,807.12

WITNESSETH:

WHEREAS, on June 29, 2000, KATHLEEN M HARVEY, BRANDON K BELL & GINA M BELL, executed that certain Mortgage Note in the amount of Ninety Three Thousand One Hundred Forty Nine Dollars and No Cents (\$93,149.00) in favor of First Union Mortgage Corporation (the "Note"); and ** original loan amount.*

WHEREAS, on June 29, 2000, KATHLEEN M HARVEY, BRANDON K BELL & GINA M BELL, executed that certain Mortgage, in favor of First Union Mortgage Corporation, which mortgage was filed for record in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 2000-22068, and transferred and assigned to MERS (Mortgage Electronic Registration Systems, Inc.) and recorded in Instrument Number 2001-28603, (the "Mortgage"); on the following real property, to wit:

LOT 44, ACCORDING TO THE MAP EAGLE WOOD ESTATES, FIRST SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 45, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Being the same property conveyed to KATHLEEN HARVEY, BRANDON BELL & GINA M BELL by Deed of Trust dated June 29, 2000 and recorded in Instrument No. 2000-22067, in Shelby County, Alabama.

Parcel #232090001019028

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 Four Thousand Nine Hundred Fifty Six Dollars and Twelve Cents (\$104,956.12); and

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage to change the Maturity Date from July 01, 2030 to a new Maturity Date of April 01, 2035; and

WHEREAS, the parties hereby agree that the interest rate shall be 7.750%, and the new principal and interest payment will be Seven Hundred Fifty One Dollars and Ninety Two Cents (\$751.92) and an escrow payment of One Hundred Thirty Seven Dollars and Twenty Eight Cents (\$137.28) for a total new payment of Eight Hundred Eighty Nine Dollars and Twenty Cents (\$889.20) starting on May 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.

** new unpaid amount.*

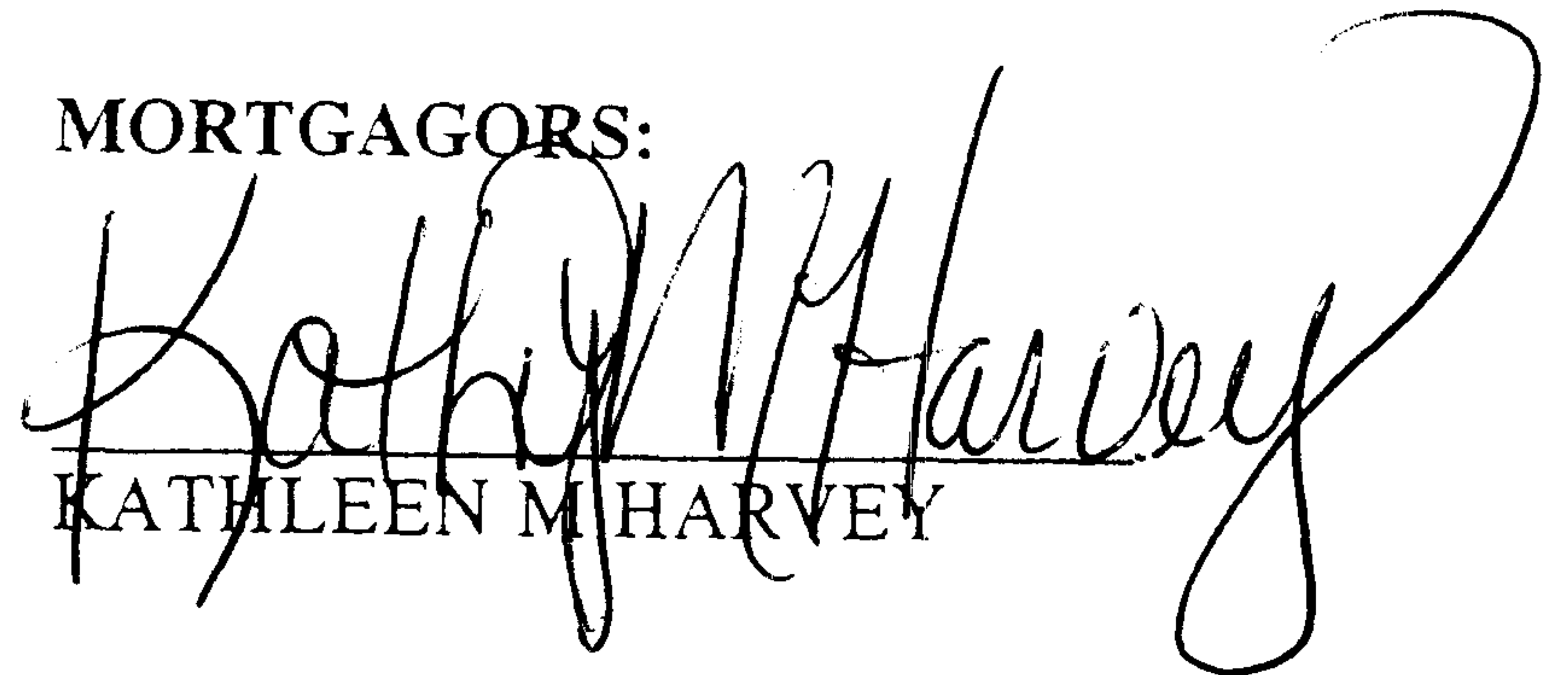
2. All references in the Mortgage Note and Mortgage shall mean and refer to the amount of One Hundred Four Thousand Nine Hundred Fifty Six Dollars and Twelve Cents (\$104,956.12) instead of the amount of Ninety Three Thousand One Hundred Forty Nine Dollars and No Cents (\$93,149.00).

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

MORTGAGORS:


KATHLEEN M HARVEY

(1) _____

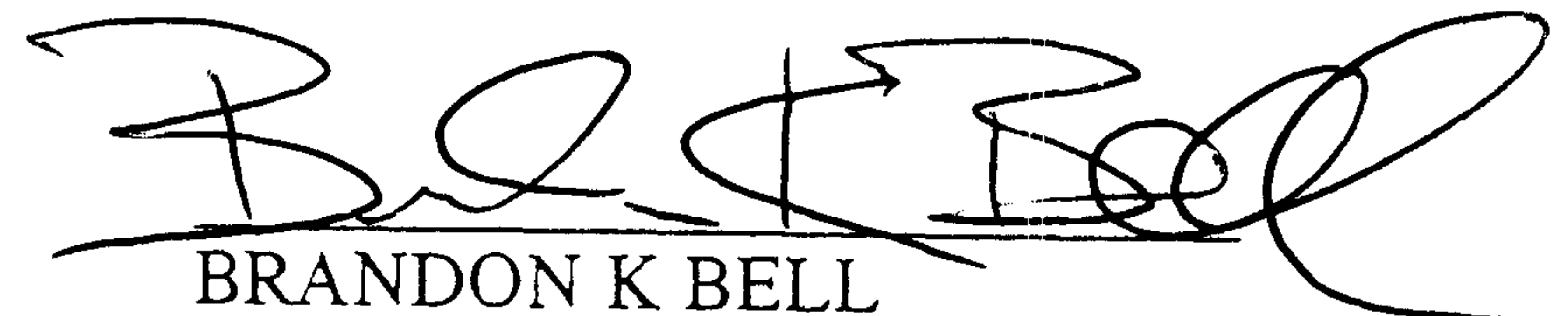
Printed Name: _____

(2) _____

Printed Name: _____

(3) _____

Printed Name: _____


BRANDON K BELL

(4) _____

Printed Name: _____

(5) _____

Printed Name: _____


GINA M BELL

(6) _____

Printed Name: _____

STATE OF ALABAMA)

Shelby COUNTY)

The undersigned, Notary Public in and for said County, in said State, hereby certify that KATHLEEN M HARVEY, BRANDON K BELL & GINA M BELL, 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 13 day of JULY, 2005

Brian S Mohl


Notary Public

My commission expires: 06 JUL 09



LENDER

MIDFIRST BANK,
an Oklahoma Corporation


Craig Parker - Vice President

(1) Lonlee Bradway
Printed Name: Lonlee Bradway

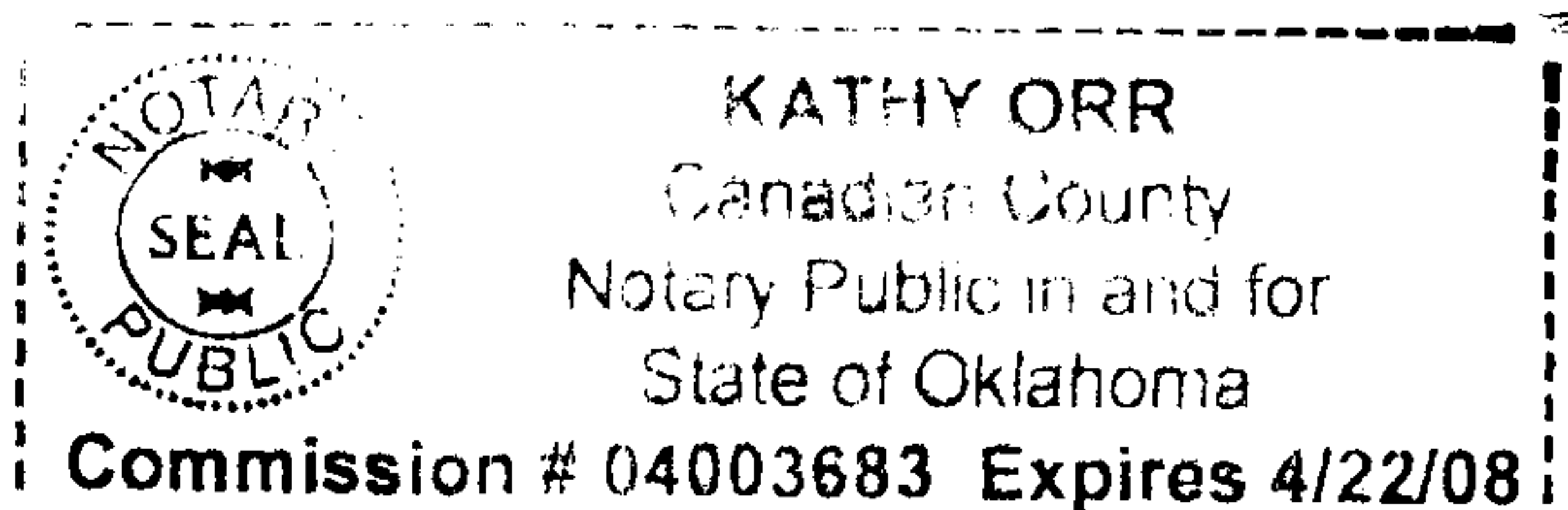
(2) Julie Harlow
Printed Name: Julie Harlow

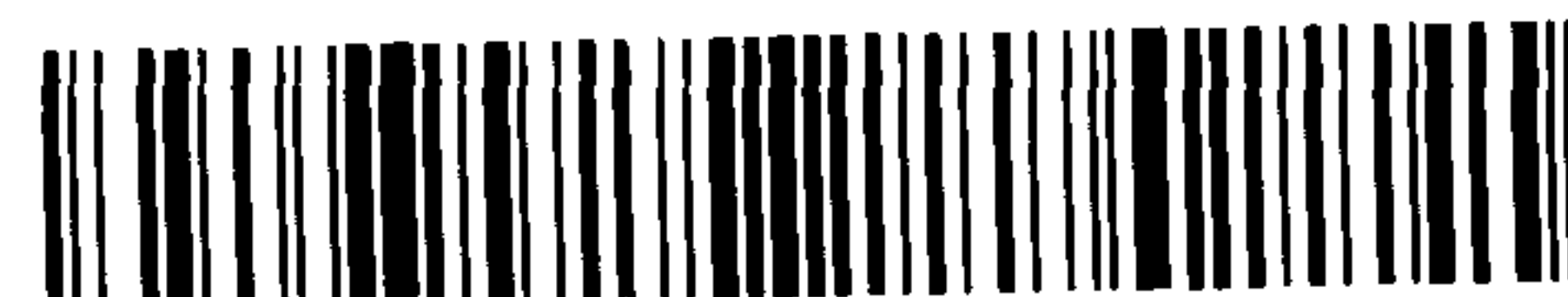
STATE OF OKLAHOMA)
Canadian COUNTY)

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 21 day of July, 2005

Kathy Orr
Notary Public
My commission expires: 4/22/08





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Mortgagee

Mortgage Electronic Registration
Systems, Inc.

Craig Parker - Vice President

(1) Julie Broadway

Printed Name: Julie Broadway

(2) Julie Harlow

Printed Name: Julie Harlow

STATE OF OKLAHOMA)

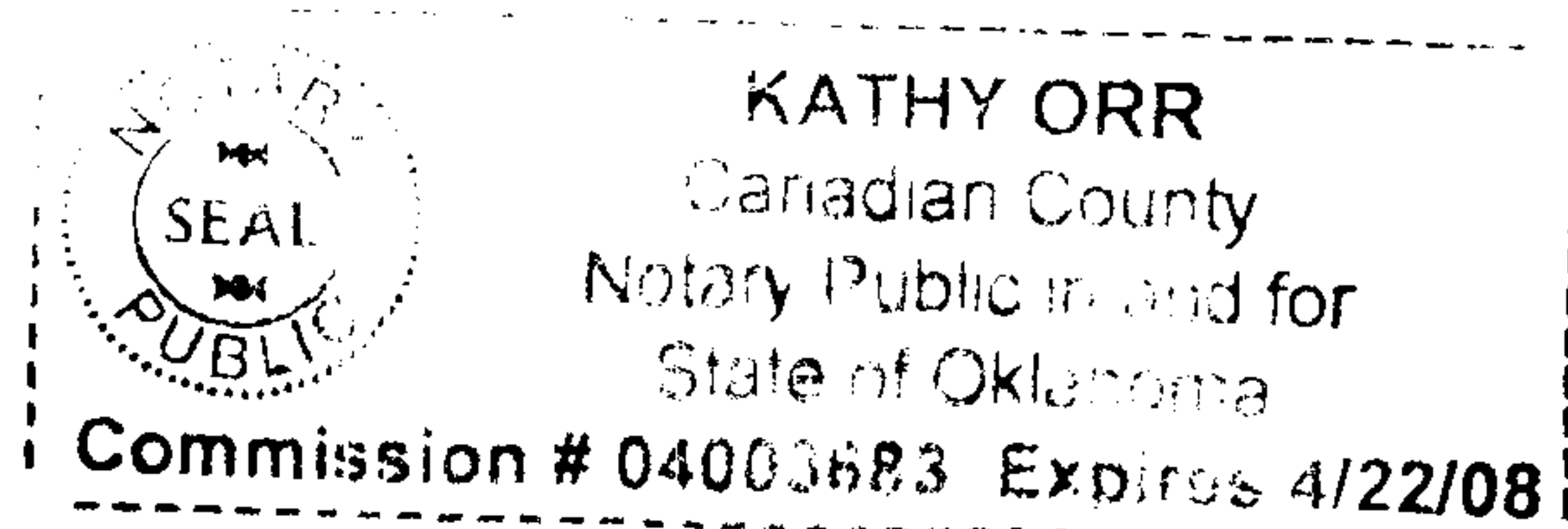
Canadian COUNTY)

The undersigned, Notary Public in and for said County, in said State, hereby certify that Craig Parker, 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 21 day of July, 2005.

Notary Public

My commission expires: 4/22/08



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CERTIFICATE OF PREPARATION

I hereby certify that the within instrument was prepared by:

Midland Mortgage Company
999 NW Grand Boulevard, Suite 100
Oklahoma City, OK 73118-6116

Servicer Loan # 48416340


Kathy Orr
Delinquency Assistance Center
Loss Mitigation
Midland Mortgage Co
(405) 426-1543