

20051213000644470 1/7 \$215.10
Shelby Cnty Judge of Probate, AL
12/13/2005 12:39:39PM FILED/CERT

MODIFICATION OF
MORTGAGE NOTE AND MORTGAGE

CAPPED AMOUNT \$752.58

THIS MODIFICATION OF NOTE AND MORTGAGE is made this 24th day of October, 2005, by and between **RANDALL B BUFF & MARY JO P BUFF**, a married couple (hereafter the "Mortgagors"), **MIDFIRST BANK**, an Oklahoma Corporation, (the "Lender/Assignee") **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.

WITNESSETH:

WHEREAS, on November 08, 1999, **RANDALL B BUFF & MARY JO P BUFF**, executed that certain Mortgage Note in the amount of One Hundred Twenty Two Thousand Five Hundred Seventy Dollars and No Cents (\$122,570.00) in favor of SouthTrust Mortgage Corporation (the "Note"); and

WHEREAS, on November 08, 1999, **RANDALL B BUFF & MARY JO P BUFF**, executed that certain Mortgage, in favor of SouthTrust Mortgage Corporation, which mortgage was filed for record in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 1999-46588 and transferred and assigned to MERS (Mortgage Electronic Registration Systems, Inc.) and recorded in Instrument Number 2000-45243, (the "Mortgage"); on the following real property, to wit:

SEE ATTACHMENT

Being the same property conveyed to **RANDALL B BUFF & MARY JO P BUFF** by Deed of Trust dated November 08, 1999 and recorded in Instrument No. 1999-46587 in Shelby County, Alabama.

When Recorded Return To:
First American Title Company *MPG*
P.O. Box 27670
Santa Ana, CA 92799
Ann: CARRIE COOKE # 260 3902

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Parcel #136241001006000

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 Twenty Three Thousand Three Hundred Twenty Two Dollars and Fifty Eight Cents (\$123,322.58); and

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage to change the Maturity Date from December 01, 2029 to a new Maturity Date of December 01, 2030; and

WHEREAS, the parties hereby agree that the interest rate shall be 7.500%, and the new principal and interest payment will be Nine Hundred Eight Dollars and Twenty Eight Cents (\$908.28) and an escrow payment of One Hundred Ninety Seven Dollars and Sixty Cents (\$197.60) for a total new payment of One Thousand One Hundred Five Dollars and Eighty Eight Cents (\$1,105.88) starting on October 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 One Hundred Twenty Three Thousand Three Hundred Twenty Two Dollars and Fifty Eight Cents (\$123,322.58) instead of the amount of One Hundred Twenty Two Thousand Five Hundred Seventy Dollars and No Cents (\$122,570.00).

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:

(1) Ken Jones
Printed Name: Ken Jones

Randall B Buff
RANDALL B BUFF

(2) Irene J. Hanc
Printed Name: Irene J Hanc

(3) Jessica Hanc
Printed Name: Jessica Hanc

Mary Jo Puff
MARY JO PUFF

(4) Amy Fry
Printed Name: Amy Fry

STATE OF ALABAMA)

Shelby COUNTY)


The undersigned, Notary Public in and for said County, in said State, hereby certify that RANDALL B BUFF & MARY JO P BUFF, 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 October, 2005.

Betty Cofer
Notary Public BETTY COFER
My commission expires:

LENDER

MIDFIRST BANK,
an Oklahoma Corporation



Craig Parker - Vice President

(1) Chris Campbell

Printed Name: Chris Campbell

(2) Randy Hallman

Printed Name: Randy Hallman



STATE OF OKLAHOMA)

Oklahoma COUNTY)

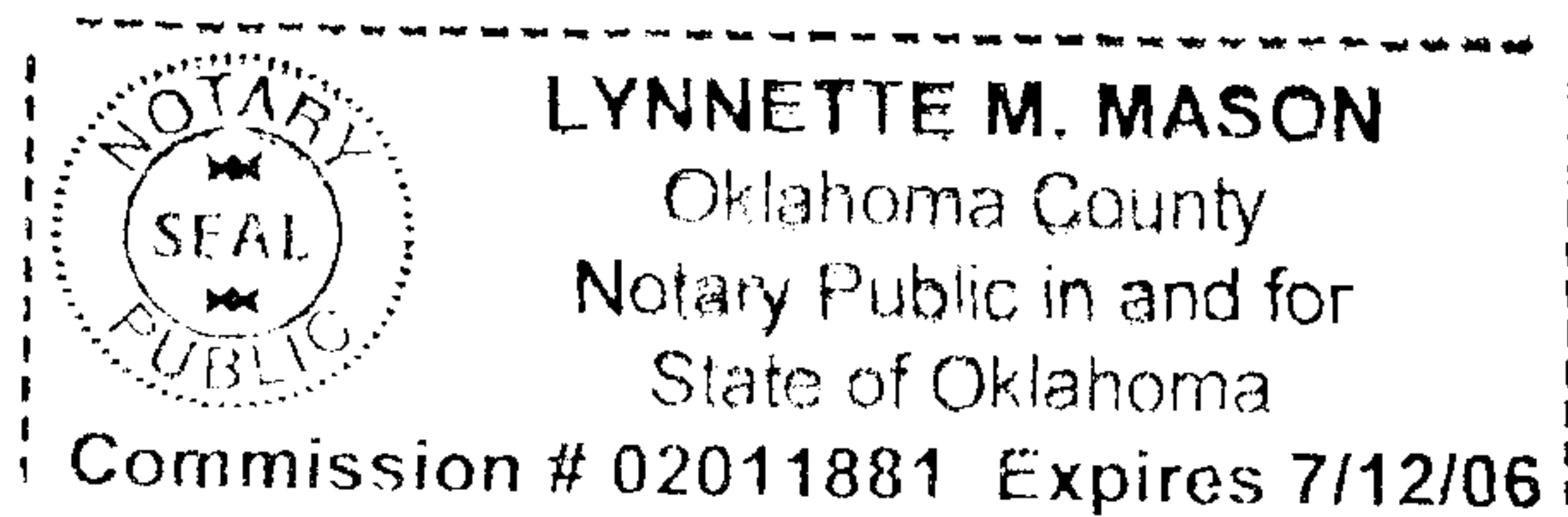
The undersigned, Notary Public in and for said County, in said State, hereby certify that Craig Parker, whose name as Vice President of MidFirst Bank, an Oklahoma Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the 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 October, 2005.



Notary Public LYNNETTE M. MASON

My commission expires: 7-12-06



Mortgagee

Mortgage Electronic Registration
Systems, Inc.

(1) Chris Campbell

Printed Name: Chris Campbell

(2) Randy Hannon

Printed Name: Randy Hannon

Craig Parker
Craig Parker - Vice President



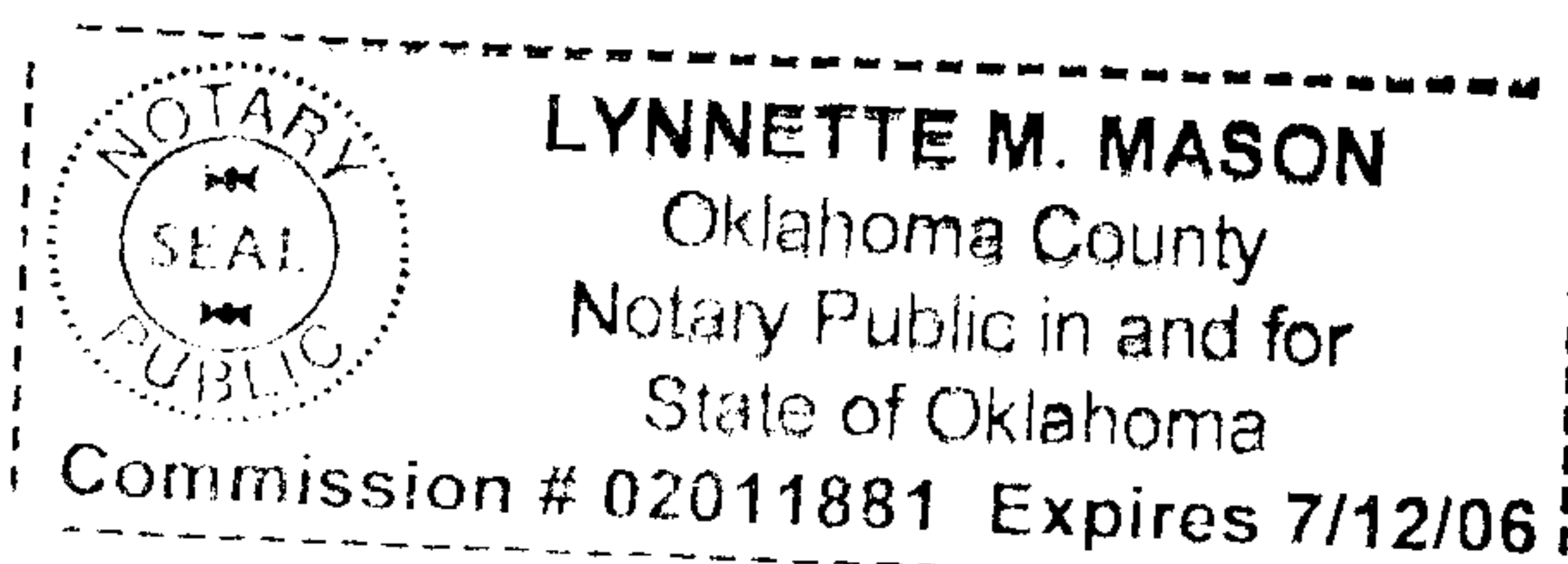
STATE OF OKLAHOMA)


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 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 24th day of October, 2005.

Lynnette M. Mason
Notary Public LYNNETTE M. MASON
My commission expires: 7-12-06




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LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SHELBY, AND STATE OF ALABAMA, TO-WIT: FROM THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST RUN WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST, FOR 363.99 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED AND CONVEYED; THENCE CONTINUE WEST ALONG THE NORTH BOUNDARY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST FOR 242.02 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FUNGO PUBLIC ROAD; THENCE TURN AN ANGLE OF 55 DEGREES 05 1/2 MINUTES TO THE LEFT AND RUN SOUTHWESTERLY ALONG THE EAST RIGHT OF WAY LINE OF THE FUNGO ROAD FOR 150.00 FEET; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT AND RUN SOUTHEASTERLY 199.50 FEET; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT AND RUN NORTHEASTERLY 288.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING THIS BEING A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.



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Certificate of Preparation

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

Lynette Mason (Loss Mitigation)
Midland Mortgage
999 NW Grand Boulevard, Suite 100
Oklahoma City, OK 73118-6116
(405) 426 - 1547

SERVICER'S LOAN#: 47050299