

When Recorded Return To: MOD 1  
First American Title Company *MPG*  
P.O. Box 27670  
Santa Ana, CA 92799 *2820672*  
Attn: Loss Mitigation Title Services

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

THIS MODIFICATION OF NOTE AND MORTGAGE is made April 10, 2006, by and between **PHILLIP JOSEPH DESTAFINO, SINGLE** (hereafter the "Mortgagors") and **MIDFIRST BANK, an Oklahoma Corporation, (the "Mortgagee/Assignee") and Mortgage Electronics 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** (hereinafter referred to as "Mortgagee").

**WITNESSETH:**

**WHEREAS, on November 30, 2001, PHILLIP JOSEPH DESTAFINO, executed that certain Mortgage Note in the amount of Ninety Thousand Five Hundred Seventy Eight Dollars and No Cents (\$90,578.00) in favor of Aliant Mortgage Corporation (the "Note"); and**

**WHEREAS, on November 30, 2001, PHILLIP JOSEPH DESTAFINO, executed that certain Mortgage, in favor of Aliant Mortgage Corporation, which mortgage was filed for record in the Office of the Judge of Probate of SHELBY County, Alabama in document no. 2001-52870 and transferred and assigned to Mortgage Electronic Registration Systems, Inc. and recorded in document no. 20041122000641850, (the "Mortgage"); on the following real property, to wit:**

*CAPPED AMOUNT 7,567.28*

Loan Modification  
Total Amount Capitalized  
MMC #50621754

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Commence at the SW corner of the NW 1/4 of the SW 1/4 of Section 3, Township 22 South, Range 1 East, Shelby County, Alabama; thence North 89 degrees 43 minutes 28 seconds East along the South line of said 1/4-1/4 Section a distance of 489.00 feet to the Easterly right of way of Alabama Highway #145; thence North 15 degrees 18 minutes 00 seconds East along said right of way a distance of 242.79 feet to the point of beginning; thence continue along the last described course a distance of 247.21 feet; thence run South 74 degrees 42 minutes 00 seconds East and leaving said right of way a distance of 346.01 feet to the centerline of Arlyn Horton Road; thence South 2 degrees 28 minutes 8 seconds West along said centerline a distance of 159.04 feet; thence South 13 degrees 57 minutes 37 seconds East along said centerline a distance of 52.60 feet; thence North 81 degrees 10 minutes 54 seconds West and leaving said centerline a distance of 409.66 feet to the point of beginning.

Being the same property conveyed to **PHILLIP JOSEPH DESTAFINO** by Deed of Trust dated **January 30, 2006** and recorded in Deed instrument no. **20060210000069690** in **SHELBY** County, Alabama.

Parcel #**302030000009002**

**WHEREAS**, the parties desire to amend and modify the Mortgage Note and Mortgage To change the face principal amount of the Mortgage Note to **Ninety Eight Thousand One Hundred Forty Five Dollars and Twenty Eight Cents (\$98,145.28)**; and

**WHEREAS**, the parties desire to amend and modify the Mortgage Note and Mortgage to maintain the Maturity Date of **December 01, 2031**; and

**WHEREAS**, the parties hereby agree that the interest rate shall be **7.000%**, and the new principal and interest payment will be **Six Hundred Eighty Seven Dollars and Six Cents (\$687.06)** and an escrow payment of **One Hundred Sixty Six Dollars and Eighty Six Cents (\$166.86)** for a total new payment of **Eight Hundred Fifty Three Dollars and Ninety Two Cents (\$853.92)** starting on **May 01, 2006**. 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 **Ninety Eight Thousand One Hundred Forty Five Dollars and Twenty Eight Cents (\$98,145.28)** instead of the amount of **Ninety Thousand Five Hundred Seventy Eight Dollars and No Cents (\$90,578.00)**.


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

**Loan Modification**

**Page 2 of 6**

**Total Amount Capitalized:**

**MMC #50621754**

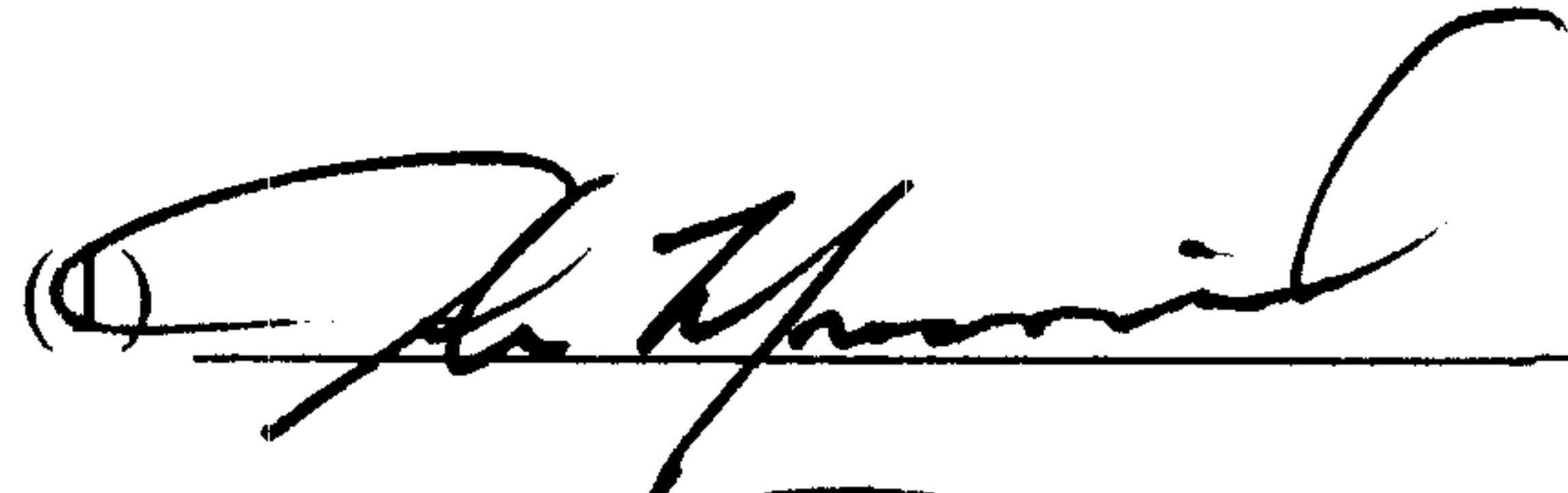
  
20060519000238840 3/7 \$40.40  
Shelby Cnty Judge of Probate, AL  
05/19/2006 10:46:39AM FILED/CERT

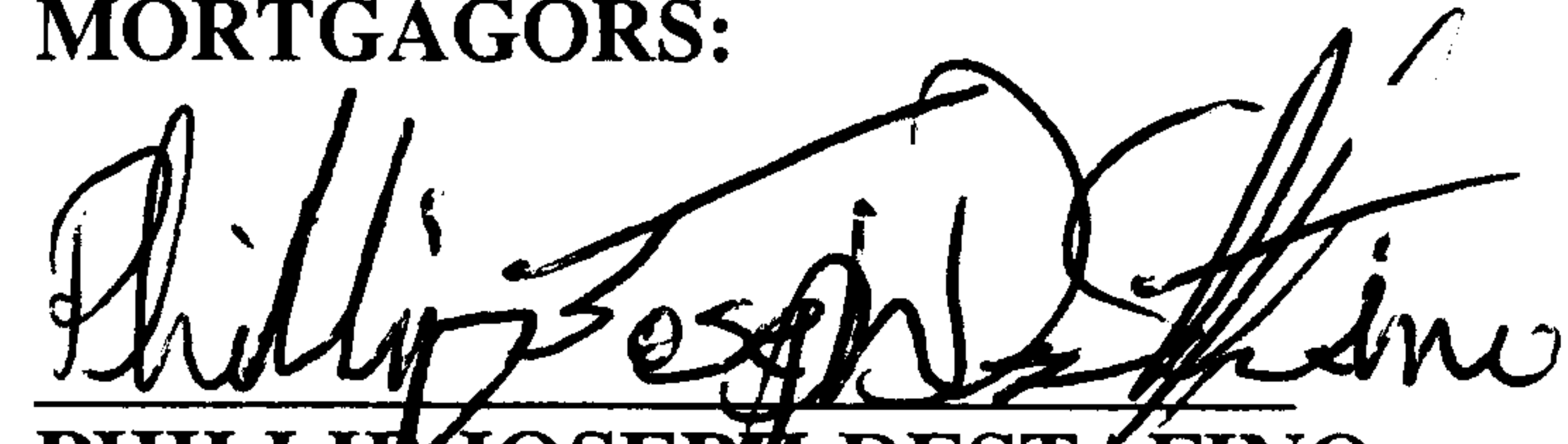
4. This Modification of Mortgage Note and Mortgage may be executed in counterparts, which when taken together shall constitute one original.

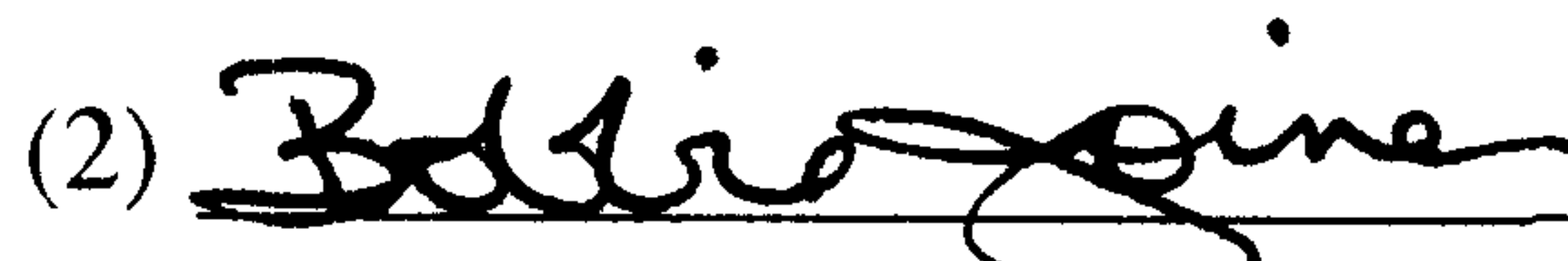


IN WITNESS WHEREOF, Mortgagors and Mortgagee have caused this Modification of Mortgage Note and Mortgage to be duly executed and effective as of the date first written above.

**MORTGAGORS:**

(1)   
Printed Name: John Moaresmith

  
PHILLIP JOSEPH DESTAFINO


(2)   
Printed Name: BOBBIE JOINER

STATE OF ALABAMA )

SHELBY COUNTY )

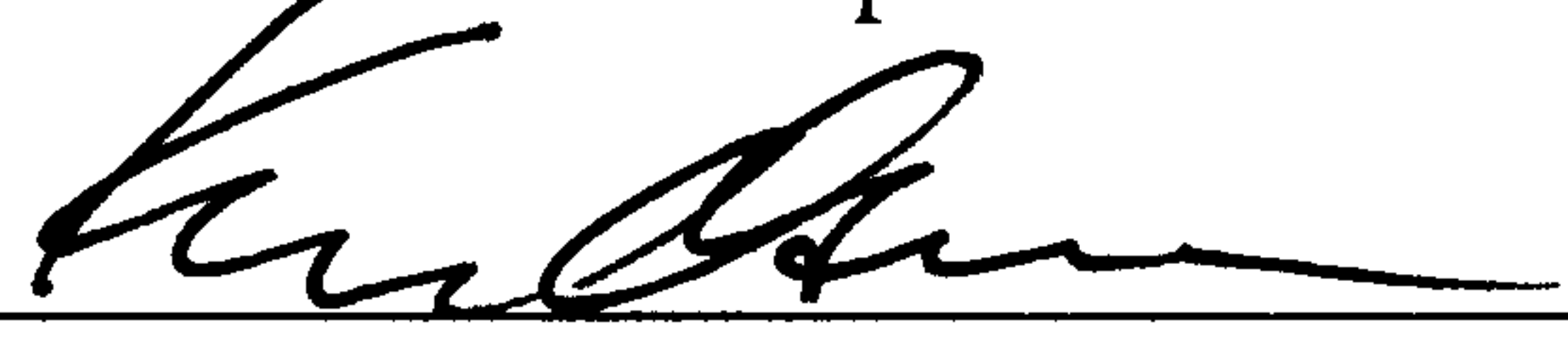
The undersigned, Notary Public in and for said County, in said State, hereby certify that **PHILLIP JOSEPH DESTAFINO**, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, executed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

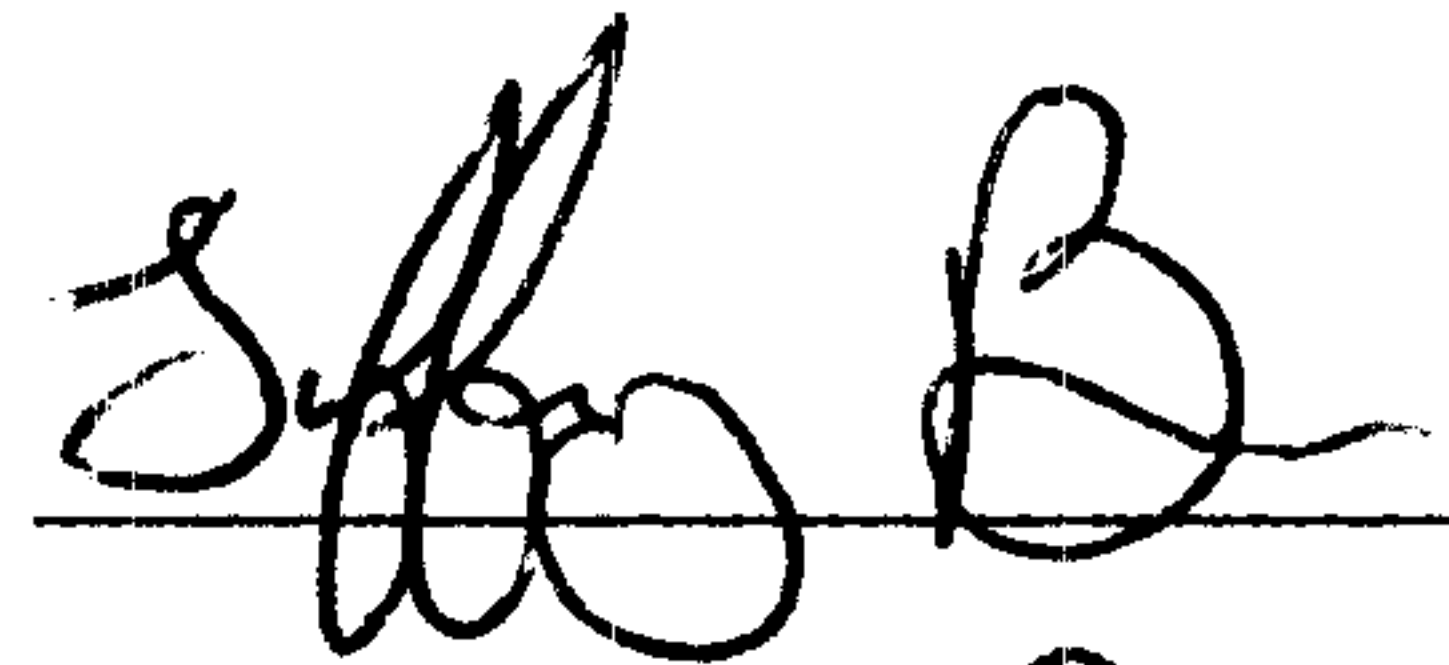
Given under my hand and official seal on this the 21 day of April, 2006.

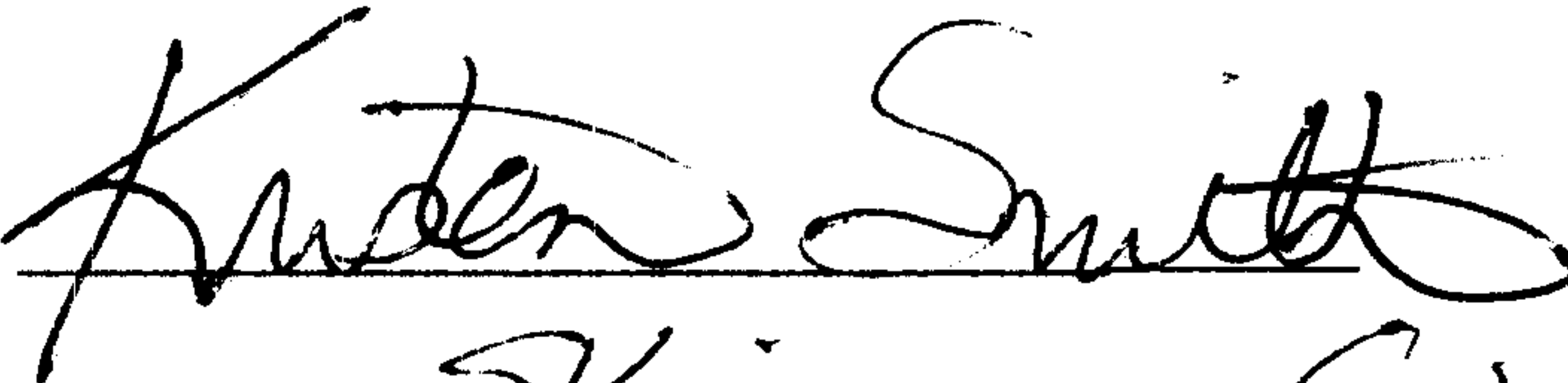
  
Notary Public  
My commission expires: Nov. 1, 2009

MORTGAGEE

MIDFIRST BANK,  
an Oklahoma Corporation

  
Kevin Osuna - Vice President

(1)   
Printed Name: Tiffany Brown

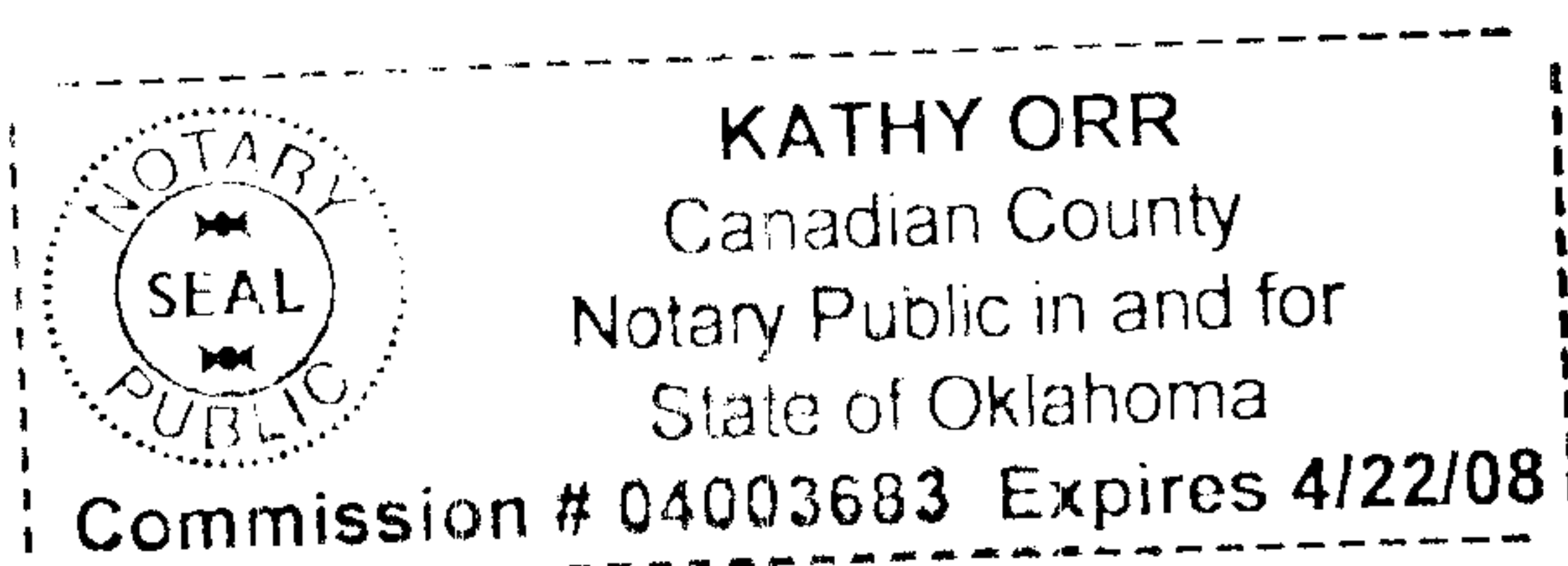
(2)   
Printed Name: Kristen Smith

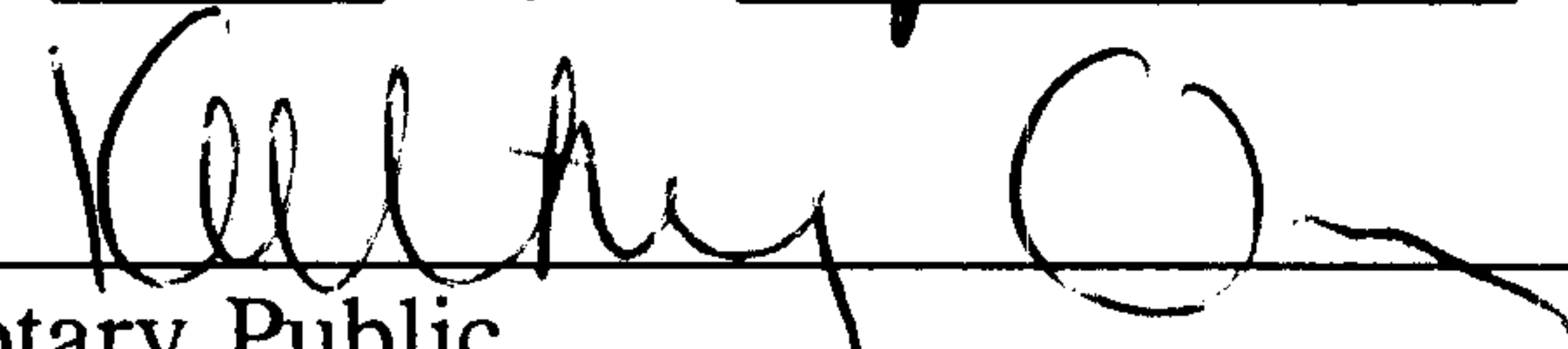
STATE OF OKLAHOMA )

Canadian COUNTY )

The undersigned, Notary Public in and for said County, in said State, hereby certify that Kevin Osuna, 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 26<sup>th</sup> day of April, 2006.



  
Notary Public  
My commission expires: 4-22-08



**Mortgagee**

Mortgage Electronic Registration  
Systems, Inc.

[Signature]  
Kevin Osuna - Vice President

(1) [Signature]  
Printed Name: Tiffany Brown

(2) [Signature]  
Printed Name: Kristen Smith

STATE OF OKLAHOMA )

Canadian COUNTY )

The undersigned, Notary Public in and for said County, in said State, hereby certify that Kevin Osuna, 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 26<sup>th</sup> day of April, 2008.



[Signature]  
Notary Public  
My commission expires: 4-22-08

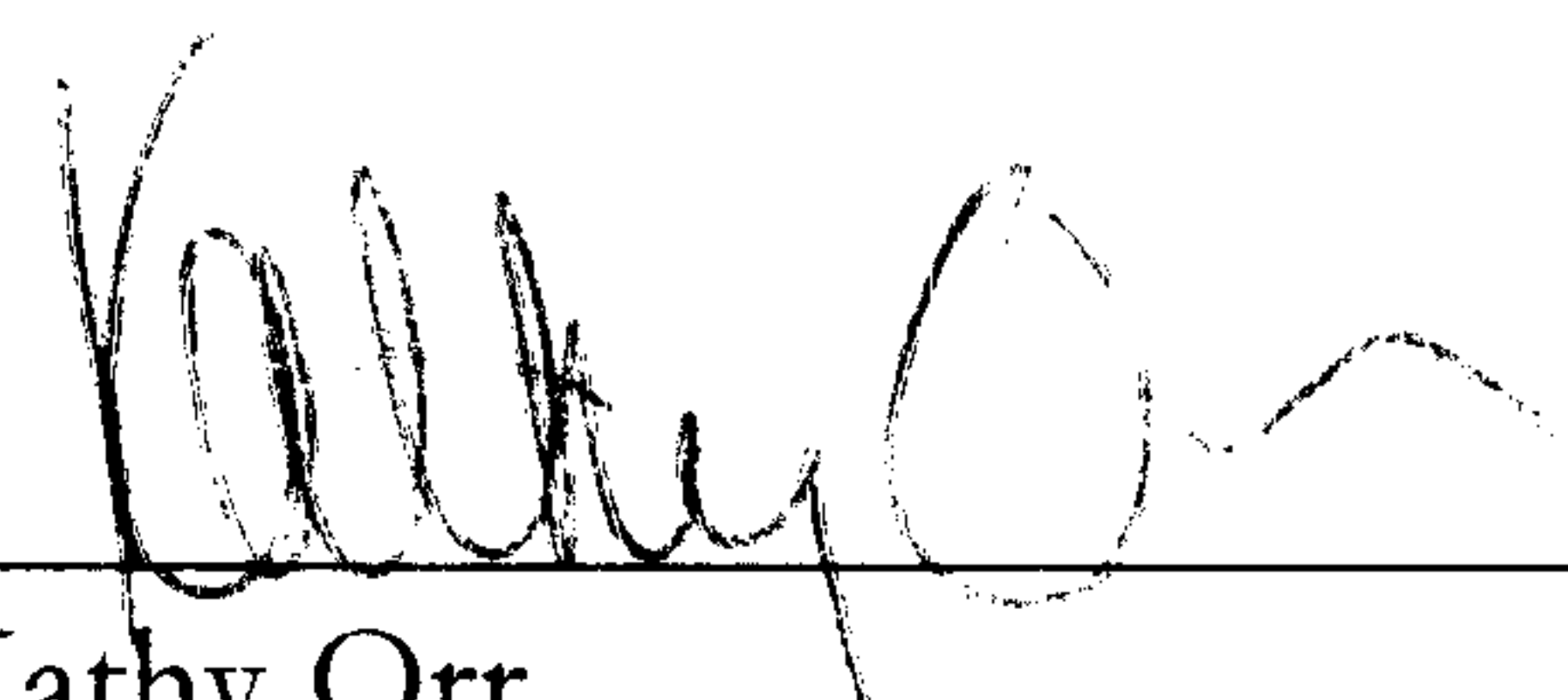
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Shelby Cnty Judge of Probate, AL  
05/19/2006 10:46:39AM FILED/CERT

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 # 50621754

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