

When Recorded Return To: MOD 1
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Santa Ana, CA 92799 3008137
Attn: Loss Mitigation Title Services

Document Prepared By Justin Hayes
MidFirst Bank
999 NW Grand Blvd Suite 100
Oklahoma City, OK 73118-6116
1-800-552-3000

MODIFICATION OF
MORTGAGE NOTE AND MORTGAGE

No New Money

THIS MODIFICATION OF NOTE AND MORTGAGE is made August 25, 2006, by and between DONALD O BURNETT & BARBARA MAUPIN BURNETT AKA ALISA MAUPIN BURNETT, MARRIED (hereafter the "Mortgagors") and MIDFIRST BANK, an Oklahoma Corporation, (the "Lender/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 July 28, 1995, DONALD O BURNETT & BARBARA MAUPIN BURNETT AKA ALISA MAUPIN BURNETT, executed that certain Mortgage Note in the amount of Thirty Five Thousand Eight Hundred Thirty Eight Dollars and No Cents (\$35,838.00) in favor of Southtrust Mortgage Corporation (the "Note"); and

WHEREAS, on July 28, 1995, DONALD O BURNETT & BARBARA MAUPIN BURNETT AKA ALISA MAUPIN BURNETT, 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. 1995-21196, and transferred and assigned to MERS (Mortgage Electronic Registration Systems, Inc.) and recorded in Instrument No. 2000-45201, (the "Mortgage"); on the following real property, to wit:

Loan Modification

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MMC #47013090

Commence at the Northeast corner of the NE 1/4 of of the SE 1/2, Section 19, Township 21 South, Range 1 East (corner set by James H. Seale Reg. LS 2684, January 24, 1970), and run South along the East boundary line of the Section 19 line a distance of 81.79 feet to a point of on the Northwest 40 foot right of way line of Shelby County Highway #30; thence turn an angle of 62 degrees, 25 minutes to the right and run in a Southwesterly direction along the said right of way line a distance of 199 feet to the point of beginning; thence continue along said right of way line as distance of 183.0 feet to a point; thence turn an angle of 94 degrees, 50 minutes to the right and run in a Northwesterly direction a distance of 288.20 feet to a point on the South boundary line of the SE 1/4 of NE 1/4; thence turn an angle of 66 degrees, 19 minutes to the left and run West along the said South boundary line a distance of 130.0 feet to a point; thence turn an angle of 100 degrees, 40 minutes to the right and run in a Northeasterly direction a distance of 343.0 feet to a point; thence turn an angle of 74 degrees 29 minutes to the right and run in an Easterly direction a distance of 172.0 feet to a point; thence turn an angle of 76 degrees 52 minutes to the right and run in a Southeasterly direction a distance of 555.32 feet to the point of beginning. Said parcel lying and being in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4, Section 19, Township 21 South, Range 1 East.

Being the same property conveyed to **DONALD O BURNETT & BARBARA MAUPIN BURNETT AKA ALISA MAUPIN BURNETT** by Deed of Trust recorded August 04, 1995 and recorded in Instrument No. 1995-21195, in Shelby County, Alabama.

Parcel #204190000004000

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage To change the face principal amount of the Mortgage Note to **Twenty Four Thousand Three Hundred Forty Eight Dollars and Four Cents (\$24,348.04)**; and

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage to Maintain the Maturity Date of **August 01, 2015**; and

WHEREAS, the parties hereby agree that the interest rate shall be **8.000%**, and the new principal and interest payment will be **Three Hundred Twenty One Dollars and Seven Cents (\$321.07)** and an escrow payment of **Forty Three Dollars and Ninety One Cents (\$43.91)** for a total new payment of **Three Hundred Sixty Four Dollars and Ninety Eight Cents (\$364.98)** starting on **November 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
Loan Modification

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MMC #47013090


20061113000554980 2/6 \$28.00
Shelby Cnty Judge of Probate, AL
11/13/2006 02:17:53PM FILED/CERT

20061113000554980 3/6 \$28.00
Shelby Cnty Judge of Probate, AL
11/13/2006 02:17:53PM FILED/CERT

Modification of Mortgage Note and Mortgage.

2. All references in the Mortgage Note and Mortgage shall mean and refer to the amount of **Twenty Four Thousand Three Hundred Forty Eight Dollars and Four Cents (\$24,348.04)** instead of the amount of **Thirty Five Thousand Eight Hundred Thirty Eight Dollars and No Cents (\$35,838.00)**.

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) _____

Printed Name: _____

Donald D Burnett
DONALD O BURNETT

(2) _____

Printed Name: _____

(3) _____

Printed Name: _____

Barbara Maupin Burnett
AKA Alisa Maupin Burnett
BARBARA MAUPIN BURNETT
AKA ALISA MAUPIN BURNETT

(4) _____

Printed Name: _____

STATE OF ALABAMA)

Shelby COUNTY)

The undersigned, Notary Public in and for said County, in said State, hereby certify that **DONALD O BURNETT & BARBARA MAUPIN BURNETT AKA ALISA MAUPIN BURNETT**, 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 10 day of Oct, 2006

Shadele M. Smith
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 2, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITE

LENDER

MIDFIRST BANK,
an Oklahoma Corporation

(1) *[Signature]*
Printed Name: Walter Staffless

[Signature]
~~Kevin Osuna~~ Vice President
Craig Parker

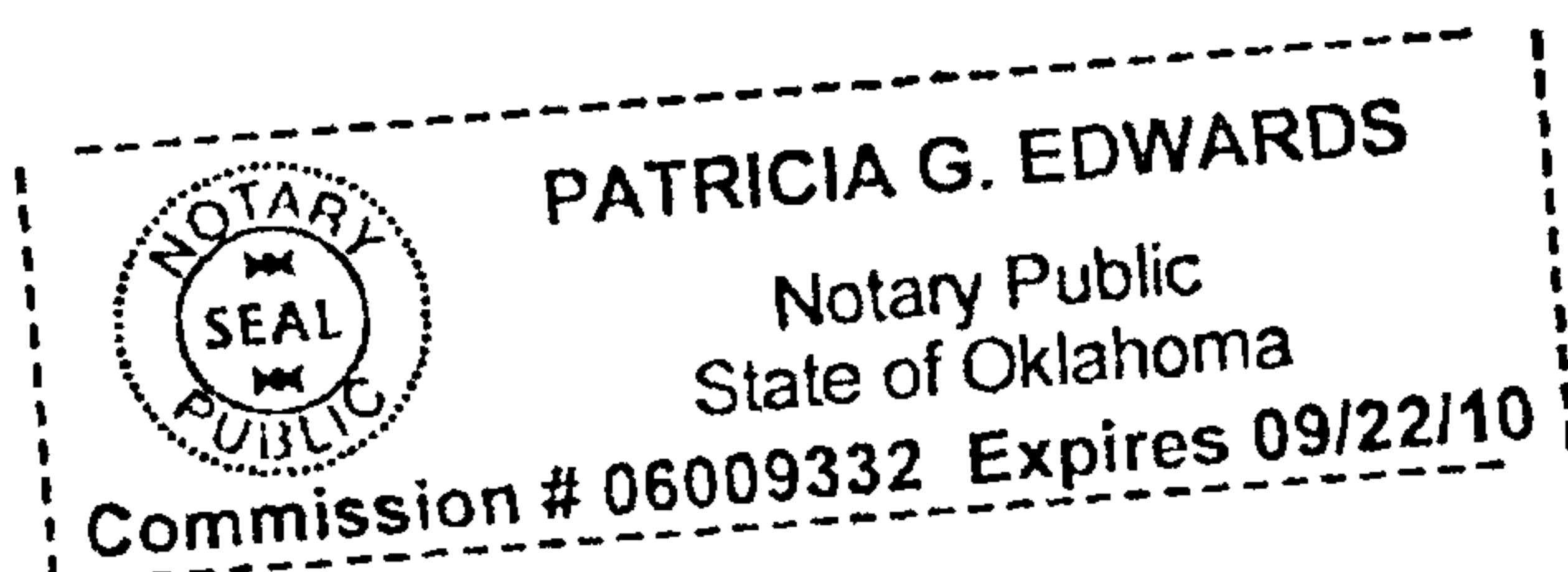
(2) *[Signature]*
Printed Name: Randy Hallman

STATE OF OKLAHOMA)

Oklahoma COUNTY)

The undersigned, Notary Public in and for said County, in said State, hereby certify that ~~Kevin Osuna~~ Craig Parker, whose name as Vice President of MidFirst Bank, a federally chartered savings association, 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 19th day of October, 2006



Patricia G. Edwards
Notary Public
My commission expires: 9-22-10



20061113000554980 6/6 \$28.00
Shelby Cnty Judge of Probate, AL
11/13/2006 02:17:53PM FILED/CERT

Mortgagee

Mortgage Electronic Registration
Systems, Inc.

(1) *Marion Sholtz*
Printed Name: MARION SHOLTZ

Kathy Hallman
Printed Name: KATHY HALLMAN

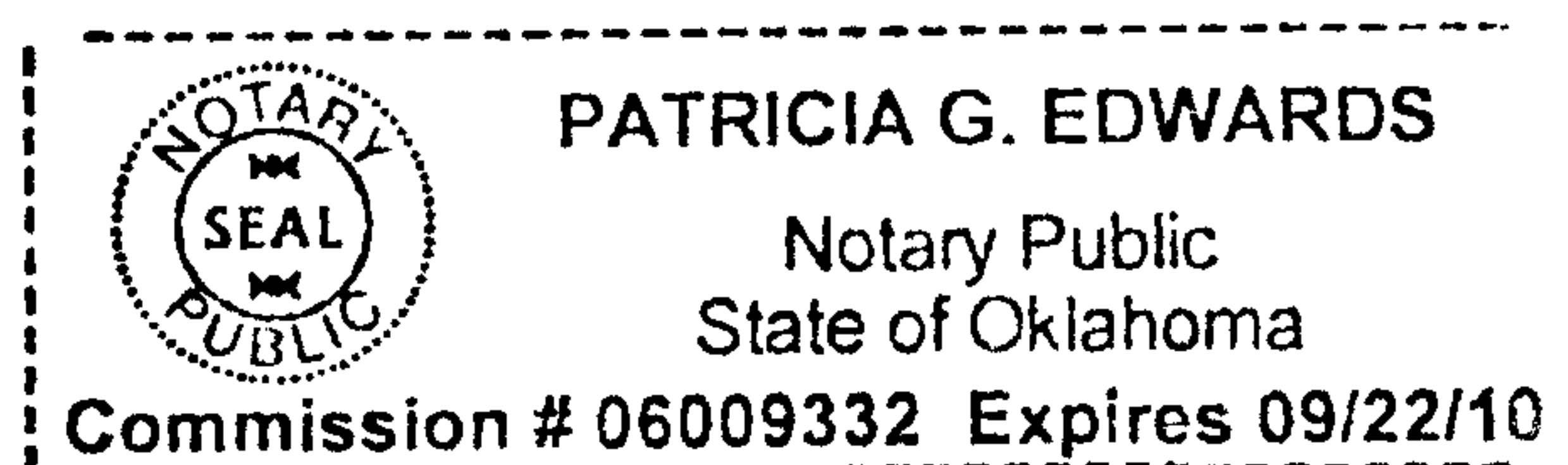
Kevin Osuna
~~Kevin Osuna~~ Vice President
Craig Parker

STATE OF OKLAHOMA)

Oklahoma COUNTY)

Craig Parker
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 19th day of October, 2006



Patricia G. Edwards
Notary Public
My commission expires: 9-22-10