



20061113000555030 1/4 \$21.65
Shelby Cnty Judge of Probate, AL
11/13/2006 02:24:52PM FILED/CERT

When Recorded Return To: MOD 1
First American Title Company *MPG*
P.O. Box 27670
Santa Ana, CA 92799 *3111000*
Attn: Loss Mitigation Title Services

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

MODIFICATION OF
MORTGAGE NOTE AND MORTGAGE

CAPPED AMOUNT \$1,042.76

THIS MODIFICATION OF NOTE AND MORTGAGE is made **September 19, 2006**, by and between **JACQUELINE WHITEHEAD, UNMARRIED** (hereafter the "Mortgagors") and **MIDFIRST BANK, an Oklahoma Corporation**, (the "Mortgagee/Assignee").

WITNESSETH:

WHEREAS, on **September 26, 1997**, **JACQUELINE WHITEHEAD**, executed that certain Mortgage Note in the amount of **One Hundred Twenty Thousand Seventy Five Dollars and No Cents (\$120,075.00)** in favor of **DI VERSIFIED LENDING SERVICES, INC** (the "Note"); and

** ORIGINAL LOAN RECORDED ON 10-03-1997*

WHEREAS, on **September 26, 1997**, **JACQUELINE WHITEHEAD**, executed that certain Mortgage, in favor of **DI VERSIFIED LENDING SERVICES, INC**, which mortgage was filed for record in the Office of the Judge of Probate of **SHELBY County, Alabama** as Instrument Number **1977-32170**, and transferred and assigned to MidFirst Bank and recorded as Instrument Number **20021122000585480**, (the "Mortgage"); on the following real property, to wit:


LOT 117, ACCORDING TO THE SURVEY OF SUMMER BROOK, SECTOR 5, PHASE 2, AS RECORDED IN MAP BOOK 21, PAGE 105 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Being the same property conveyed to **JACQUELINE WHITEHEAD** by Deed of Trust recorded **September 13, 2006** and recorded as Instrument Number **20060913000454090**, in **SHELBY County**,
Loan Modification

Page 1 of 4

MMC #48447584

Alabama.


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Parcel #232101001001037

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 One Thousand One Hundred Seventeen Dollars and Seventy Six Cents (\$121,117.76)**; and

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage to change the Maturity Date from **October 01, 2027** to a new Maturity Date of **October 01, 2027**; and

WHEREAS, the parties hereby agree that the interest rate shall be **8.250%**, and the new principal and interest payment will be **One Thousand Fourteen Dollars and Thirty Eight Cents (\$1,014.38)** and an escrow payment of **Two Hundred Eleven Dollars and Fifty Eight Cents (\$211.58)** for a total new payment of **One Thousand Two Hundred Twenty Five Dollars and Ninety Six Cents (\$1,225.96)** starting on **December 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 **One Hundred Twenty One Thousand One Hundred Seventeen Dollars and Seventy Six Cents (\$121,117.76)** instead of the amount of **One Hundred Twenty Thousand Seventy Five Dollars and No Cents (\$120,075.00)**.

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:

APL 4910701

Jacqueline Whitehead
JACQUELINE WHITEHEAD

(1) Sharon Foster

Printed Name: Sharon Foster

(2) Terri Harris

Printed Name: Terri Harris

STATE OF ALABAMA)

SHELBY COUNTY)

The undersigned, Notary Public in and for said County, in said State, hereby certify that **JACQUELINE WHITEHEAD**, 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 28th day of September, 2006.

Christopher T. Jones
Notary Public CHRISTOPHER T. JONES
My commission expires: 10-28-2008

MORTGAGEE

MIDFIRST BANK,
an Oklahoma Corporation

(1) Patricia Edwards

Printed Name: Patricia Edwards

Kevin Osuna
Kevin Osuna – Vice President

(2) Billie Herbers

Printed Name: Billie Herbers

STATE OF OKLAHOMA)

Adair 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, 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 8 day of Oct 2006

Randy Hallman
Notary Public RANDY HALLMAN
My commission expires: 6/28/09

