

When Recorded Return To: MOD 1
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P.O. Box 27670
Santa Ana, CA 92799 *3140375*
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

THIS MODIFICATION OF NOTE AND MORTGAGE is made **October 09, 2006**, by and between **ROBERT MCCARTER & MELANYE D MCCARTER, 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 **May 17, 2000**, **ROBERT MCCARTER & MELANYE D MCCARTER**, executed that certain Mortgage Note in the amount of **Ninety Seven Thousand Eight Hundred Ninety Three Dollars and No Cents (\$97,893.00)** in favor of **Mortgage Electronic Registration Systems, Inc., As Nominee For Old Kent Mortgage Company** (the "Note"); and

WHEREAS, on **May 17, 2000**, **ROBERT MCCARTER & MELANYE D MCCARTER**, executed that certain Mortgage, in favor of **Mortgage Electronic Registration Systems, Inc., As Nominee For Old Kent Mortgage Company**, which mortgage was filed for record in the Office of the Judge of Probate of **Shelby County, Alabama** in Instrument No. **2000-18881**, (the "Mortgage"); on the following real property, to wit:

Loan Modification
Total Amount Capitalized: \$18,690.97
MMC #50375233

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Lot 25, according to the Survey of Kenan Brant Nickerson Subdivision, as recorded in Map Book 5 page 53 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

Being the same property conveyed to **ROBERT MCCARTER & MELANYE D MCCARTER** by Deed of Trust recorded **June 07, 2000** and recorded in Instrument No. **2000-18880** in Shelby County, Alabama.

Parcel #**232031001040000**

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 Twelve Thousand Eight Hundred Seventy Nine Dollars and Seventeen Cents (\$112,879.17)**; and

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage to change the Maturity Date from **June 01, 2030** to a new Maturity Date of **July 01, 2032**; and

WHEREAS, the parties hereby agree that the interest rate shall be **9.000%**, and the new principal and interest payment will be **Nine Hundred Forty Dollars and Seventy Nine Cents (\$940.79)** and an escrow payment of **One Hundred Fifty Four Dollars and Sixty Five Cents (\$154.65)** for a total new payment of **One Thousand Ninety Five Dollars and Forty Four Cents (\$1,095.44)** 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 Twelve Thousand Eight Hundred Seventy Nine Dollars and Seventeen Cents (\$112,879.17)** instead of the amount of **Ninety Seven Thousand Eight Hundred Ninety Three Dollars and No Cents (\$97,893.00)**.
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.

Loan Modification
Total Amount Capitalized: **\$18,690.97**
MMC #50375233

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 firstwritten above.

MORTGAGORS:

(1) Irene Henry
Printed Name: Irene Henry

Robert McCarter
ROBERT MCCARTER

(2) Debbie Seybold
Printed Name: Debbie Seybold

(3) Irene Henry
Printed Name: Irene Henry

Melanye D. McCarter
MELANYE D MCCARTER

(4) Debbie Seybold
Printed Name: Debbie Seybold

STATE OF ALABAMA)

Shelby COUNTY)

The undersigned, Notary Public in and for said County, in said State, hereby certify that **ROBERT MCCARTER & MELANYE D MCCARTER**, 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 27 day of October, 2006

Katie Lett

Notary Public

My commission expires: April 3, 2010

KATIE LETT, NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APRIL 3, 2010

Loan Modification
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20061201000584530 4/6 \$195.35
Shelby Cnty Judge of Probate, AL
12/01/2006 01:56:31PM FILED/CERT

LENDER

MIDFIRST BANK,
an Oklahoma Corporation

Thad Burr

~~Kevin Osuna~~ Vice President

Thad Burr

(1) Jaquie Wilmett
Printed Name: Jaquie Wilmett

(2) Michelle Gray
Printed Name: Michelle Gray

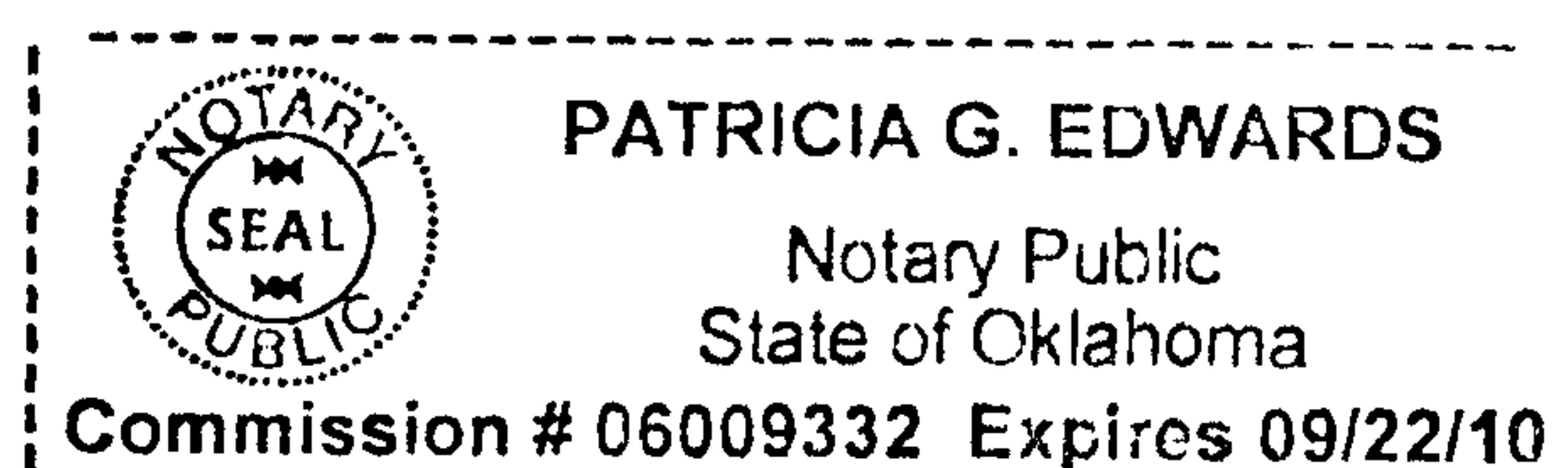
STATE OF OKLAHOMA)

Oklahoma 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.

Thad Burr

Given under my hand and official seal on this the 2nd day of NOV, 2006



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

Mortgagee

Mortgage Electronic Registration
Systems, Inc.

(1) Jacquie Wilmett
Printed Name: Jacquie Wilmett

Shad Burr
~~Kevin Osuna~~ Vice President
Shad Burr

(2) Michelle Gray
Printed Name: Michelle Gray

STATE OF OKLAHOMA)

Oklahoma COUNTY)

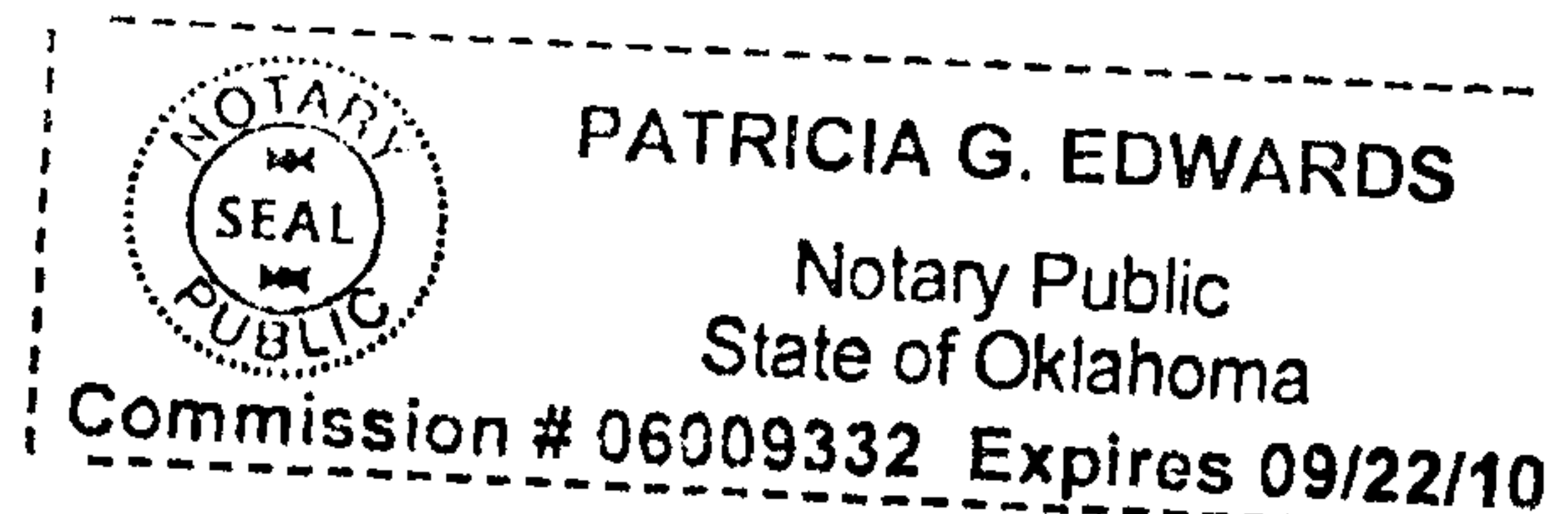
The undersigned, Notary Public in and for said County, in said State, hereby certify that ~~Kevin Osuna~~^{*}, whose name as Vice President of Mortgage Electronic Registration Systems, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed 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.

Shad Burr

Given under my hand and official seal on this the 2nd day of November 2006

Patricia G. Edwards
Notary Public

My commission expires: 9-22-10



20061201000584530 6/6 \$195.35
Shelby Cnty Judge of Probate, AL
12/01/2006 01:56:31PM FILED/CERT

CORPORATE RESOLUTION

Be it Resolved that the attached list of candidates are employees of MidFirst Bank, a Member of Mortgage Electronic Registration Systems, Inc. (MERS), and are hereby appointed as assistant secretaries and vice presidents of MERS, and, as such, are authorized to:

- (1) release the lien of any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (2) assign the lien of any mortgage loan naming MERS as the mortgagee when the Member is also the current promissory note-holder, or if the mortgage loan is registered on the MERS System, is shown to be registered to the Member;
- (3) execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;
- (4) take any and all actions and execute all documents necessary to protect the interest of the Member, the beneficial owner of such mortgage loan, or MERS in any bankruptcy proceeding regarding a loan registered on the MERS System that is shown to be registered to the Member, including but not limited to: (a) executing Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) entering a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor, or any adjournment thereof, and vote on behalf of the Member, the beneficial owner of such mortgage loan, or MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute, and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;
- (5) take any and all actions and execute all documents necessary to refinance, amend or modify any mortgage loan registered on the MERS System that is shown to be registered to the Member.
- (6) endorse checks made payable to Mortgage Electronic Registration Systems, Inc. to the Member that are received by the Member for payment on any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (7) take any such actions and execute such documents as may be necessary to fulfill the Member's servicing obligations to the beneficial owner of such mortgage loan (including mortgage loans that are removed from the MERS System as a result of the transfer thereof to a non-member of MERS).

I, William C. Hultman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the 23 day of September, 2002, which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.


William C. Hultman, Secretary