

20061212000603360 1/5 \$189.20
Shelby Cnty Judge of Probate, AL
12/12/2006 02:11:06PM FILED/CERT

When Recorded Return To: MOD 1
First American Title Company *MPG*
P.O. Box 27670
Santa Ana, CA 92799 *3166961*
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
CAPPED AMOUNT \$5723.92

THIS MODIFICATION OF NOTE AND MORTGAGE is made **October 30, 2006**, by and between **CURTIS N PERKINS & TRACY M PERKINS, HUSBAND AND WIFE** (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 10, 1996**, **CURTIS N PERKINS & TRACY M PERKINS**, executed that certain Mortgage Note in the amount of **One Hundred Five Thousand Ten Dollars and No Cents (\$105,010.00)** in favor of **Mortgage Financing, Inc., An Alabama Corporation** (the "Note"); and

WHEREAS, on **May 10, 1996**, **CURTIS N PERKINS & TRACY M PERKINS**, executed that certain Mortgage, in favor of **Mortgage Financing, Inc., An Alabama Corporation**, which mortgage was filed for record in the Office of the Judge of Probate of **Shelby County, Alabama** in Instrument No. **1996-17356** and transferred and assigned to **MERS (Mortgage Electronic Registration Systems, Inc.)** and recorded in Instrument No. **20051107000577460**, (the "Mortgage"); on the following real property, to wit:

Original Loan Amount 105,010.00

LOT 80, ACCORDING TO THE SURVEY OF DEARING DOWNS, FIRST ADDITION, AS RECORDED IN MAP BOOK 6, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Being the same property conveyed to **CURTIS N PERKINS & TRACY M PERKINS** by Deed of Trust recorded **May 29, 1996** and recorded in Instrument No. **1996-17355** in Shelby County, Alabama.

Parcel #**136233000077000**

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 Ten Thousand Seven Hundred Thirty Three Dollars and Ninety Two Cents (\$110,733.92)**; and

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage to change the Maturity Date from **June 01, 2026** to a new Maturity Date of **February 01, 2033**; 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 Seventeen Dollars and Seventy Cents (\$917.70)** and an escrow payment of **One Hundred Eighty Nine Dollars and Eighty Eight Cents (\$189.88)** for a total new payment of **One Thousand One Hundred Seven Dollars and Fifty Eight Cents (\$1,107.58)** 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 Ten Thousand Seven Hundred Thirty Three Dollars and Ninety Two Cents (\$110,733.92)** instead of the amount of **One Hundred Five Thousand Ten Dollars and No Cents (\$105,010.00)**.
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) Pauline Sullivan
Printed Name: Pauline Sullivan

Curtis N. Perkins
CURTIS N PERKINS

(2) Debbie Seybold
Printed Name: Debbie Seybold

(3) Ken Jones
Printed Name: Ken Jones

Tracy M. Perkins
TRACY M PERKINS

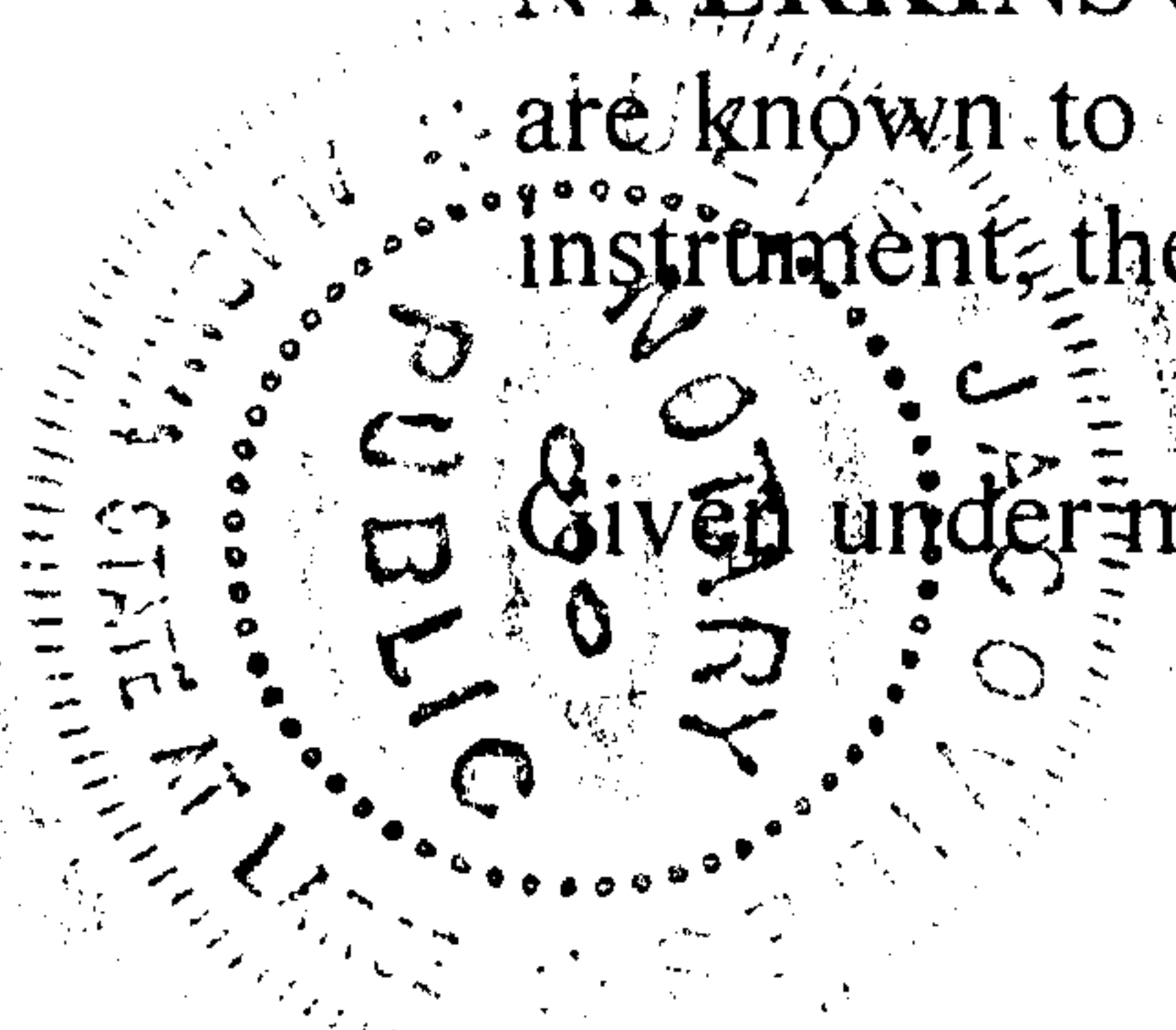
(4) Melissa Mehnert
Printed Name: Melissa Mehnert

STATE OF ALABAMA)

Shelby COUNTY)

The undersigned, Notary Public in and for said County, in said State, hereby certify that **CURTIS N PERKINS & TRACY M PERKINS**, 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 15th day of November, 2006



Julie Tacovides
Notary Public Julie Tacovides
My commission expires NOT COMMISSION EXPIRES JUNE 29, 2010

LENDER

MIDFIRST BANK,
an Oklahoma Corporation

[Signature]
Kevin Osuna – Vice President

(1) Patricia Edwards

Printed Name: Patricia Edwards

[Signature]

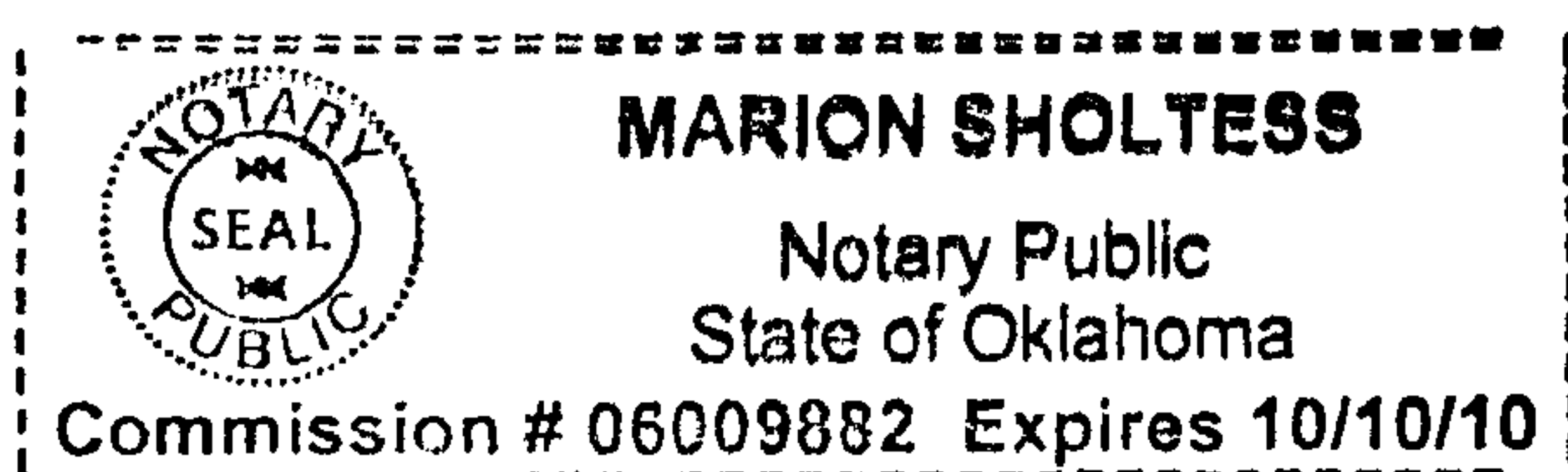
Printed Name: Andy Hauman

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, 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 21 day of November, 2006



[Signature]
Notary Public Marion Sholtess
My commission expires: 10/10/10

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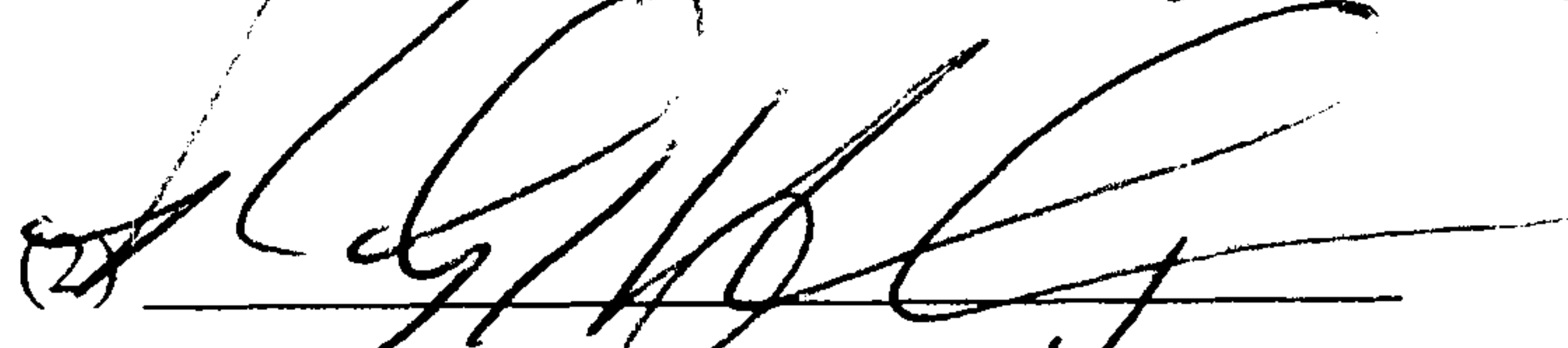
Mortgagee

Mortgage Electronic Registration
Systems, Inc.


Kevin Osuna – Vice President

(1) Patricia Edwards

Printed Name: Patricia Edwards



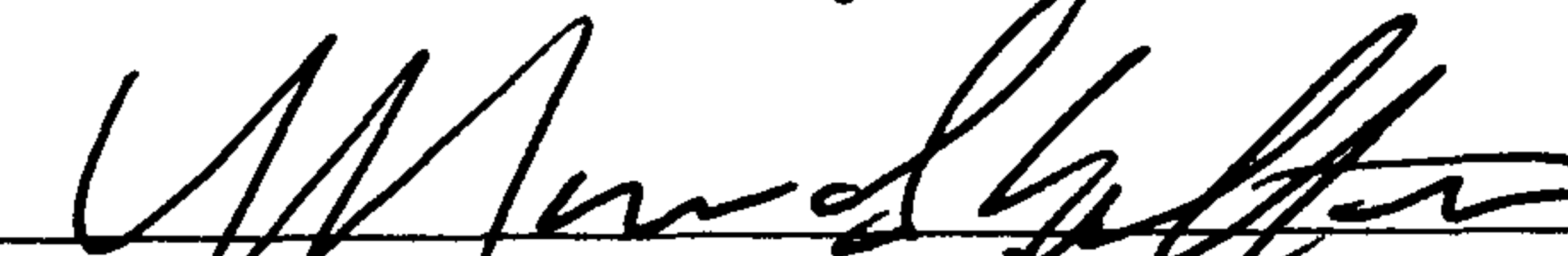
Printed Name: Karen H. Hume

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 21 day of November, 2006


Notary Public Marion Sholtess

My commission expires: 10/10/10

