

20100917000305590 1/10 \$210.15
Shelby Cnty Judge of Probate, AL
09/17/2010 11:46:54 AM FILED/CERT

When recorded mail to: #6237526

First American Title 
Loss Mitigation Title Services 1348.9
P.O. Box 27670
Santa Ana, CA 92799
RE SMITH - MOD REC SVC

Please cross-reference to: Deed Book & Page , **SHELBY** County, State of Alabama

LOAN MODIFICATION AGREEMENT

Fixed Rate Loan

This Loan Modification Agreement ("Agreement") is entered into as of **October 09, 2009**, between **ONNIE L SMITH & COLENTIA SMITH, HUSBAND AND WIFE** ("Borrower") and **MidFirst Bank, a federally chartered savings association**, ("Lender") , and **Mortgage Electronic Registration Systems, Inc**, ("Mortgagee"), renews, amends, supplements and extends: (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") executed by the Borrower and recorded in recorded **June 06, 2002** in Book , & page in **SHELBY County, ALABAMA** , and granted or assigned to Mortgage Electronic 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, with such assignment being recorded in **SHELBY County, ALABAMA**; and (2) the Promissory Note (the "Note"), in the original principal amount of **\$117,161.00**, bearing the same date and secured by the Security Instrument; and (3) other loan documents typically referred to as "addenda" or "riders" (all such items collectively referred to herein as the "Loan Documents").

The Loan Documents cover the real and personal property described in the Security Instrument, located at **12737 HIGHWAY 25, CALERA, ALABAMA 35040**

MMC Loan Number: 52906134

Order Number: 5535777

See Exhibit A attached herto and made a part hereof;

Parcel # 286140000006000

Being the same property conveyed to **ONNIE L. SMITH AND COLENTIA SMITH** by Deed of Trust recorded **June 06, 2002** and recorded in Deed Book , Page in **SHELBY** County, Alabama.

Borrower is in default or at imminent risk of default under the Loan Documents and desires the Lender forbear from the exercise of its rights under the Loan Documents, to extend or rearrange the time and manner of repayment or payment of the Note and other obligations due to Lender under the Loan Documents and to extend and carry forward the lien(s) on the Property, whether created by the Security Instrument or otherwise. Lender, the legal holder and owner of the Note and of the lien(s) securing the same has agreed to the request of the Borrower to so forbear, to extend or rearrange the time and manner of payment of the Note and to grant certain other financial accommodations pursuant to the terms of this Agreement.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration given by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify, renew and extend the Note and Security Instrument and any other Loan Documents, as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Acknowledgment of Unpaid Principal Balance and Expenses:

Borrower acknowledges that as of **October 09, 2009**, the Borrower owes the Lender **\$114,292.25**, which consists of the unpaid principal balance of **\$109,375.86**, accrued interest of **\$4,035.48**, an escrow shortage (consisting of unpaid hazard insurance, taxes and/or mortgage insurance premiums) of **\$ 880.91**. Other fees, charges and expenses described in paragraph 4 hereof are not included in the amounts listed above.

Borrower acknowledges that borrower's Repayment Plan Payments as described in Paragraph 2 will be applied to the loan in accordance with the Repayment Agreement, for a remaining unpaid principal balance of **\$109,128.42**, accrued interest of **\$4,035.48**, an escrow shortage (which includes projected escrow disbursements) of **\$ 880.91**, resulting in the **Modified Principal Balance of \$114,044.81**.

Borrower acknowledges and agrees that payment of the Modified Principal Balance shall be modified, renewed, and extended by the Lender in accordance with the terms of this Loan Modification Agreement, subject to the conditions set forth in Paragraph 3. Borrower hereby renews, extends and promises to pay the Modified Principal Balance, plus interest, to the order of Lender, its successors and/ or assigns. Interest will be charged on the Modified Principal Balance until the full amount of the Modified Principal Balance and the other amounts due hereunder and under the Loan Documents have been paid in accordance with the terms and conditions of the Loan Documents, as modified hereby. All references in the Loan Documents to "Principal" shall be deemed to refer to the Modified Principal Balance.

2. Acknowledgment of Repayment Agreement:

The Borrower acknowledges having entered into a repayment agreement with Midland Mortgage Co., as servicing agent for MidFirst Bank, with respect to the current delinquency ("Repayment Agreement"), for the purpose of demonstrating Borrower's ability to pay the ongoing mortgage payment, as modified by this Agreement. Therein, Borrower agreed to remit three payments ("Repayment Plan Payments") in accordance with the Repayment Agreement. Borrower also acknowledges that the Repayment Agreement also set forth certain requirements, including but not limited to the following:

- a. The Property has no physical conditions that will adversely affect the Borrower's continued use of the Property or interfere with the Borrower's ability to maintain the Repayment Plan Payments;

MMC Loan Number: 52906134

Order Number: 5535777

b. The Borrower must occupy the Property as the primary residence.

3. Acknowledgment of Conditions to Loan Modification:

The Borrower acknowledges and agrees that this Loan Modification is conditioned upon Borrower's successful completion of the Repayment Agreement, including but not limited to Lender's receipt of all Repayment Plan Payments in accordance with the Repayment Agreement and Lender's verification, as of the date of the last Repayment Plan Payment, that the Lender remains in first lien position and that there are no outstanding liens and/or judgments against the Property. The Borrower acknowledges and agrees that in the event the conditions set forth in this paragraph are not satisfied, this Loan Modification Agreement shall become null and void unless otherwise expressly agreed by Lender in writing. In the event this Loan Modification Agreement becomes null and void as set forth in this paragraph, Borrower acknowledges and agrees that all provisions of the Loan Documents shall continue to apply, and Lender shall be under no obligation to modify any provisions of the Loan Documents under this Agreement.

4. Acknowledgement of Unpaid Fees and Costs:

The Borrower has agreed to pay all outstanding late charges, recording fees, title examination, attorney's fees and other costs, fees and expenses of Lender incurred as a result of this modification, as well as all other costs, fees and expenses now due and owing on the Loan plus such other charges; costs, fees and expenses incurred hereafter (the "Fees and Costs").

The Lender has agreed to postpone the collection of the outstanding Fees and Costs that are not paid in advance and that are not included in the Modified Principal Balance as set forth in Paragraph 1, all of which remain due and payable to the Lender and shall be paid by the Borrower, with interest as permitted by the Loan Documents. Said Fees and Costs shall be payable to the Lender on demand of Lender and are secured by the Security Instrument to the extent so provided in the Security Instrument and otherwise permissible under applicable laws and requirements.

5. Interest Calculation:

Borrower acknowledges and agrees that interest will be calculated at a fixed yearly interest rate of **7.5000 %**.

6. Payment Amounts, Time of Payments And Maturity Date:

- a. Borrower acknowledges and agrees that Borrower shall, beginning on **January 01, 2010**, through the Maturity Date, the Borrower promises to make monthly payments of U.S. \$ **799.21** for principal and interest and shall continue to make such payments in accordance with the terms and conditions set forth in the Loan Documents until the Modified Principal Balance is paid in full.
- b. An Escrow account has been established under the terms and conditions of the Note and other Loan Documents. Borrower will make an Escrow payment each month on each payment due date. The Escrow payment currently is \$ **151.33** per month, which is subject to change depending on the amounts attributable to taxes, insurance and other escrow items as provided herein. **The combined Monthly Payment and Escrow Payment upon Modification will be \$ 950.54.** The Escrow payment will be re-analyzed from time to time in accordance with the terms of the Note and other Loan Documents to determine if there is any change in the amount due to changes in amounts due for taxes, insurance and other escrow items and said Escrow payment will be combined with the monthly payment established herein.
- c. The Maturity Date of the Loan is extended to **September 01, 2039**. If on the new Maturity Date, Borrower still owes amounts to the Lender, Borrower will pay these amounts in full on the Maturity Date.

7. Place of Payment:

Borrower agrees to make payments at the following address or such other place as the Lender may require:

Midland Mortgage Co.
Attn: Payment Processing
P.O. 269085
Oklahoma City, OK 73126-9085

8. Sale or Transfer of Property by Borrower:

- a. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred if the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument without further notice or demand on the Borrower.
- b. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

9. Compliance with Loan Documents:

Borrower represents that, except for the payments described in paragraphs 1 through 4 above, Borrower is in full compliance with the covenants in the Loan Documents and that all of the representations and warranties contained in the Loan Documents are true, correct or satisfied as of the date hereof.

10. Renewal and Extension:

It is the intention of the parties that all liens and security interests described in the Loan Documents are hereby renewed and extended until the Modified Principal Balance and other obligations to Lender, have been fully paid. The Borrower and Lender acknowledge and agree that the extension, amendment, modification or rearrangement effected by this Agreement shall in no manner affect or impair the Note or the liens and security interests securing same, the purposes of this Agreement being simply to extend, modify, amend or rearrange the time and manner of payment of the Loan Documents and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Loan Documents (including, if applicable, any and all vendor's liens securing the Loan Documents), which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect to fully secure the payment of the Note. Borrower hereby expressly waives the benefit of any and all statutes of limitations which might otherwise inure to Borrower's benefit, or be in any way applicable to Borrower's obligations under the terms of any and all instruments described herein. Borrower further expressly waives any right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

11. No Waiver of Lender's Rights Regarding Default:

All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the modified payments hereunder. This Agreement shall in no way be deemed to be a waiver of Lender's rights and remedies by reason of any default by Borrower under the Loan Documents as herein modified, including without limitation future payment defaults, and nothing contained herein shall be deemed to be a waiver by Lender of any terms or conditions of the Loan Documents as modified herein. Nothing herein shall constitute an agreement by Lender to any future modification of the Loan Documents and Lender expressly reserves the right to refuse to agree to any future modifications

12. Release and Waiver of Other Claims:

As an express inducement to Lender's agreement to this Agreement, Borrower, jointly and severally, hereby unconditionally releases Lender, its legal representatives, affiliates,

subsidiaries, parent companies, agents, officers, employees, attorneys, successors and assigns (collectively the "Released Parties") from any and all claims, demands, actions, damages and causes of actions which Borrower has asserted or claimed or might now or hereafter assert or claim against all or any of the Released Parties, whether known or unknown, arising out of, related to or in any way connected with or based upon any Prior Related Event (as such term is hereinafter defined). As used herein, the term "Prior Related Event" shall mean any act, omission, circumstance, agreement, loan, extension of credit, transaction, transfer, payment, event, action or occurrence between or involving Borrower or Borrower's property and all or any of the Released Parties and which was made or extended or which occurred at any time or times prior to the execution of this Agreement, including without limiting in any respect the generality of the foregoing: (i) any action taken to obtain payment of any indebtedness or to otherwise enforce or exercise any right or purported right of Lender as a creditor of Borrower; and (ii) any payment or other transfer made to Lender by or for the account of Borrower. Borrower agrees and acknowledges that this release is not to be construed as or deemed an acknowledgement or admission on the part of any of the Released Parties of liability for any matter or as precedent upon which liability may be asserted.

13. Bankruptcy:

If, since inception of this loan through date of this Agreement, the Borrower has received a discharge in a Chapter 7 bankruptcy and there has been no valid reaffirmation of the underlying debt, the Lender is not attempting to re-establish any personal liability for the underlying debt by entering into this Agreement. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its interest in the property under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its right and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder.

14. Loan Documents Remain In Full Force and Effect:

As amended herein, the provisions of the Loan Documents shall continue in full force and effect, and Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Loan Documents, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a novation, satisfaction or release, in whole or in part, of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by and comply with all of the terms and provisions thereof, except as amended by this Agreement.


15. Execution of Additional Documentation:

Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

16. Miscellaneous:

- a. Lender does not, by execution of this Agreement, waive any rights it may have against any person not a party to the Agreement.
- b. If any provision in this Agreement shall to any extent be determined by a court of law to be invalid, the remainder of the Agreement shall not be affected thereby, and shall continue in full force and effect to bind the parties.
- c. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
- d. This Agreement shall be governed by the laws of the State where the Property is located.

17. Effective Date:


20100917000305590 6/10 \$210.15
Shelby Cnty Judge of Probate, AL
09/17/2010 11:46:54 AM FILED/CERT

This Agreement shall not be effective unless and until it has been signed by both Borrower and Lender.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LOAN MODIFICATION AGREEMENT, TOGETHER WITH THE LOAN DOCUMENTS AND ANY EXHIBITS AND SCHEDULES THERETO, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND CONTROL OVER ALL PRIOR NEGOTIATIONS, AGREEMENTS AND UNDERTAKINGS BETWEEN THE PARTIES WITH RESPECT TO SUCH MATTER. ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. THIS LOAN MODIFICATION AGREEMENT MAY BE AMENDED OR CHANGED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY THE PARTIES OR THEIR PERMITTED ASSIGNEES.

20100917000305590 7/10 \$210.15
Shelby Cnty Judge of Probate, AL
09/17/2010 11:46:54 AM FILED/CERT

IMPORTANT: READ BEFORE SIGNING

BORROWER

Onnie L. Smith

ONNIE L SMITH
12737 HIGHWAY 25
CALERA, AL 35040

Colenthia Smith

COLENTHIA SMITH
12737 HIGHWAY 25
CALERA, AL 35040

Acknowledgement

STATE OF ALABAMA)

) §:

COUNTY OF SHELBY)

On the 13 day of August, 2010 before me the undersigned, a notary public in a for said state, personally appeared ONNIE L SMITH & COLENTHIA SMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that they by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

Diane L. Carter

Notary Public

DIANE L. CARTER

Printed Name of Notary

Notary Seal

Shelby
County of Residence

4-13-13
Commission Expiration Date

LENDER

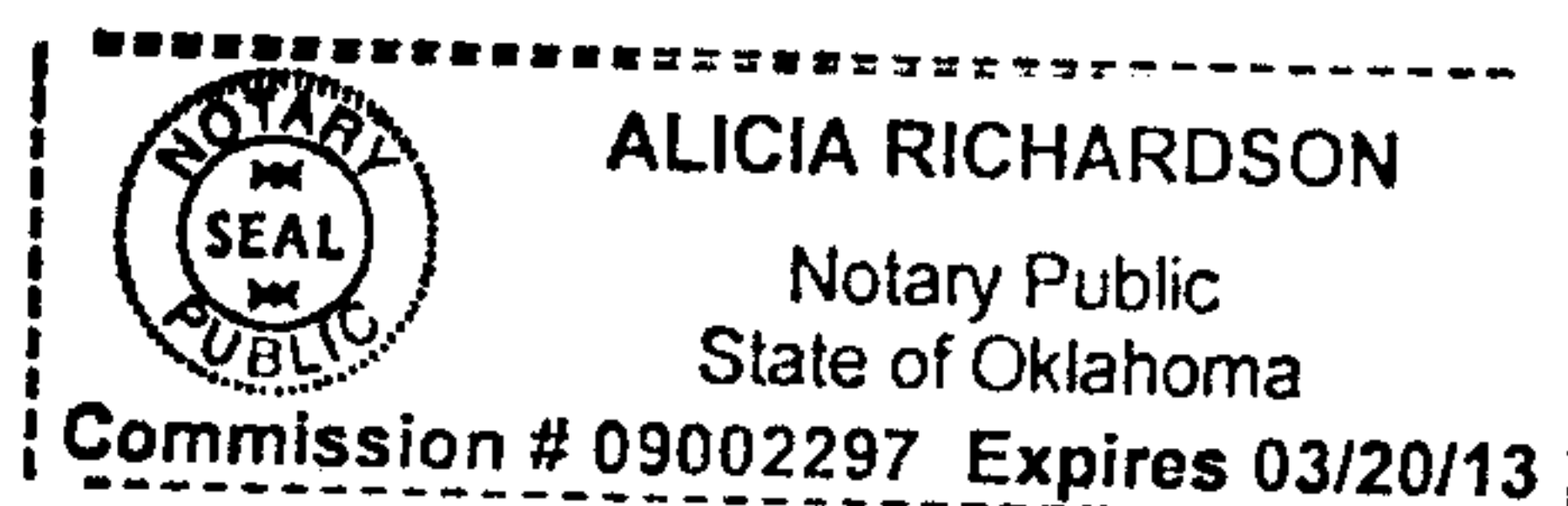
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

BY: Jason Lane, Vice President MidFirst Bank, a
federally chartered savings association

STATE OF Oklahoma)
COUNTY OF Oklahoma) §:

On the 23 day of August, 2010, before me, the undersigned, a notary public in and for said state,
personally appeared Jason Lane, who acknowledged himself/herself/themselves to be a Vice
President of MidFirst Bank, a federally chartered savings association, and who is personally known to me or
proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as Vice
President of MidFirst Bank, a federally chartered savings association, that by his/her/their signature on the
instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.



Notary Seal

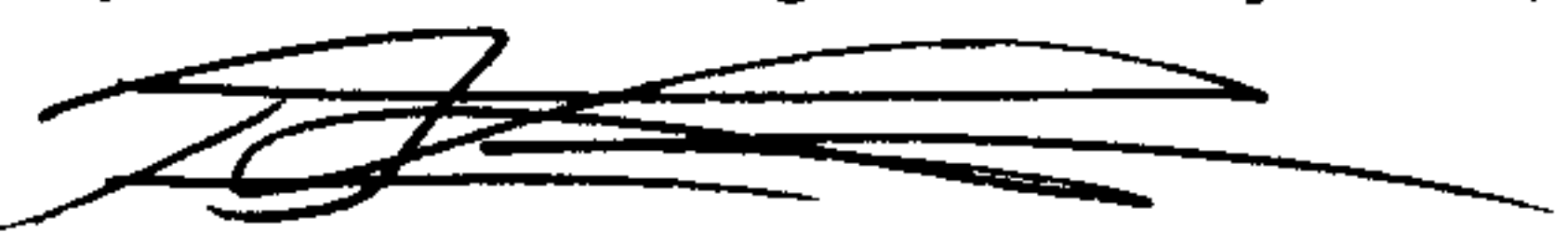
Alicia Richardson
Notary Public

Oklahoma
County of Residence

Alicia Richardson
Printed Name of Notary

3-2013
Commission Expiration Date

MORTGAGEE OF RECORD
Mortgage Electronic Registration Systems, Inc.



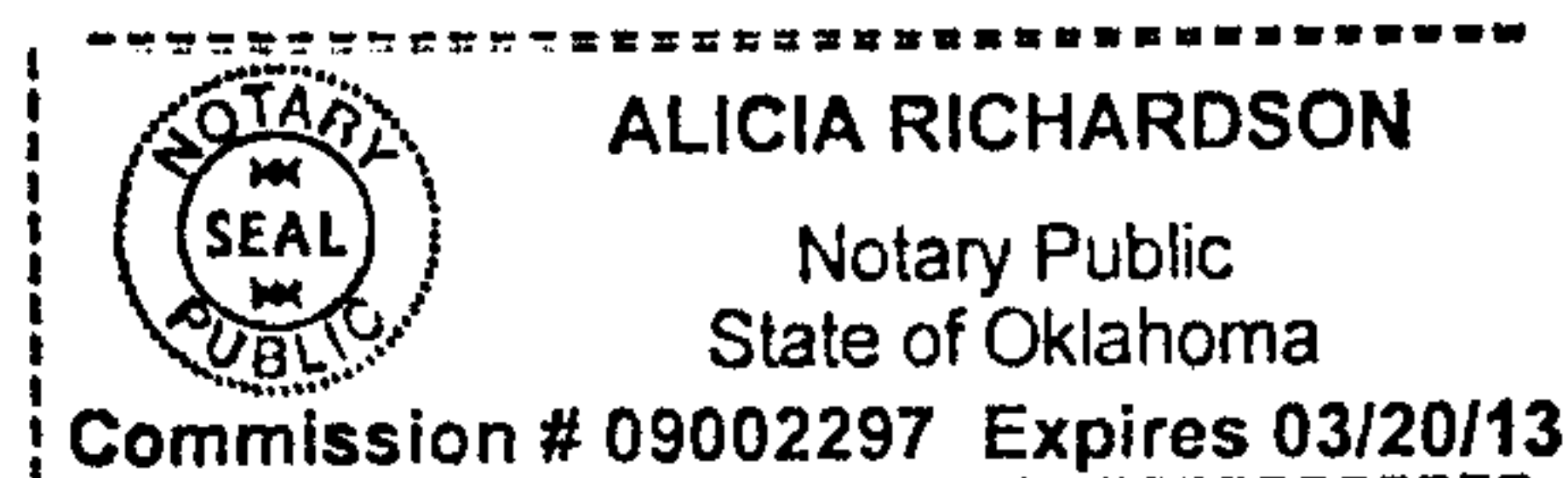
BY: Brian Laskie, Vice President Mortgage Electronic
Registration Systems, Inc.

20100917000305590 9/10 \$210.15
Shelby Cnty Judge of Probate, AL
09/17/2010 11:46:54 AM FILED/CERT


STATE OF Oklahoma)
COUNTY OF Oklahoma) §:

On the 23 day of August, 2010, before me, the undersigned, a notary public in and for said state, personally appeared Brian Laskie, who acknowledged himself/herself/themselves to be a Vice President of Mortgage Electronic Registration Systems Inc. and who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as Vice President of Mortgage Electronic Registration Systems Inc. and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

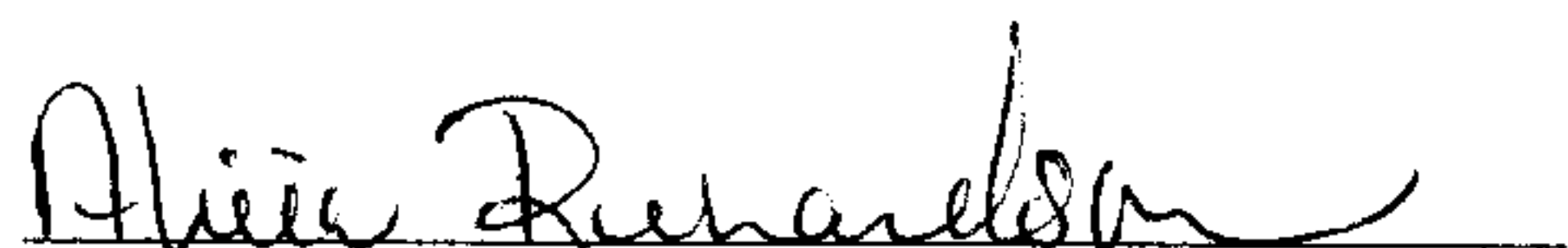
In witness whereof, I hereunto set my hand and official seal.



Notary Seal


Notary Public

Oklahoma
County of Residence


Printed Name of Notary

Commission Expiration Date

Document Prepared by:
Stephanie Wright
Delinquency Associate
MidFirst Bank
999 NW Grand Blvd., Suite 100
Oklahoma City, OK 73118-6116
1-800-552-3000

MMC Loan Number: 52906134
Order Number: 5535777



20100917000305590 10/10 \$210.15
Shelby Cnty Judge of Probate, AL
09/17/2010 11:46:54 AM FILED/CERT

Exhibit "A"

LOT 7, OF CALERIANA FARMS, A SUBDIVISION OF THE NE 1/4 OF SW 1/4 AND SOUTH 1/2 OF SW 1/4 OF SECTION 14, TOWNSHIP 22, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, A MAP OF WHICH DATED JUNE 29, 1929, IS RECORDED IN MAP BOOK 3, PAGE 32, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SW 1/4, SECTION 14, TOWNSHIP 22, RANGE 2 WEST; THENCE RUN SOUTH ALONG THE EAST LINE OF THE SW 1/4 OF SW 1/4 OF SAID SECTION 14 A DISTANCE OF 510 FEET, MORE OR LESS, TO THE NORTH MARGIN OF THE RIGHT OF WAY OF THE CALERA-COLUMBIANA HIGHWAY; RUN THENCE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID NORTH RIGHT OF WAY THENCE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID NORTH RIGHT OF WAY LINE OF SAID HIGHWAY 165 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE LOT HEREIN CONVEYED; CONTINUE THENCE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID NORTH RIGHT OF WAY LINE OF SAID HIGHWAY 165 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH SAID EAST LINE OF SAID SW 1/4 OF SW 1/4 527 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NW 1/4 OF SW 1/4, SECTION 14, TOWNSHIP 22, RANGE 2 WEST; RUN THENCE EAST ALONG SAID SOUTH LINE OF SAID NW 1/4 OF SW 1/4, 165 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 8 OF SAID CALERIANA FARMS; RUN THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 OF SW 1/4 510 FEET, MORE OR LESS TO THE SAID POINT OF BEGINNING; BEING SITUATED IN THE SW 1/4 OF SW 1/4 SECTION 14,. TOWNSHIP 22, RANGE 2 WEST, SHELBY COUNTY, ALABAMA.