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MORTAMEN 1/6

This Document Prepared By:
SHERRIE FOLEY
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Source of Title: INSTRUMENT NO. 20110613000172680
Tax/Parcel #: 285163003040003
________________ [Space Above This Line for Recording Data] ________________

Original Principal Amount: $116,725.00
Unpaid Principal Amount: $97,213.38
New Principal Amount: $101,410.15
New Money (Cap): $4,196.77

FHA/VA/RHS Case No.:115511094703
Loan No: 57893789

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **24TH** day of **APRIL, 2023**, between **TIKISHA K JONES AKA TIKISHA JONES UNMARRIED, QUINSHAY JONES UNMARRIED** ("Borrower"), whose address is **1480 7TH AVE, CALERA, ALABAMA 35040** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **APRIL 26, 2006** and recorded on **MAY 9, 2006** in **INSTRUMENT NO. 20060509000217610**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**, and (2) the Note **bearing the same date as**, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1480 7TH AVE, CALERA, ALABAMA 35040
(Property Address)

the real property described is located in **SHELBY County, ALABAMA** and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **MAY 1, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $**101,410.15**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **$4,196.77**.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.2500%**, from **MAY 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. **$624.40**, beginning on the **1ST** day of **JUNE, 2023,** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2053** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. 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 and 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.

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 this 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 this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
   (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
   (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof, I have executed this Agreement.

Tikisha K Jones 5/8/23

Borrower: **TIKISHA K JONES AKA TIKISHA JONES** **Date**

Quinshay Jones 5/8/23

Borrower: **QUINSHAY JONES *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt** **Date**

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of **ALABAMA**)
Shelby County)

I, a Notary Public, hereby certify that **TIKISHA K JONES AKA TIKISHA JONES; QUINSHAY JONES** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of May, 2023.

Notary Public

Print Name T. Chase Richardson

My commission expires: 10/14/26

TYLER CHASE RICHARDSON NOTARY PUBLIC ALABAMA STATE AT LARGE

In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

MAY 17 2023

By Steven Johnson (print name) Date

Vice President (title)

_______________ [Space Below This Line for Acknowledgments] _______________

LENDER ACKNOWLEDGMENT

STATE OF Oklahoma

COUNTY OF Oklahoma

The instrument was acknowledged before me on MAY 17 2023 (date)

by Steven Johnson, as Vice President of

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.

Notary Public

MARJAN ZIJOUD
NOTARY SEAL PUBLIC
Notary Public
State of Oklahoma
Commission # 21003631 Exp: 03/16/25

Printed Name: Marjan Zijoud

My commission expires: MAR 16 2025

THIS DOCUMENT WAS PREPARED BY:
SHERRIE FOLEY
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

EXHIBIT A

BORROWER(S): TIKISHA K JONES AKA TIKISHA JONES UNMARRIED, QUINSHAY JONES UNMARRIED

LOAN NUMBER: 57893789

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF CALERA, COUNTY OF SHELBY, STATE OF ALABAMA, and described as follows:

LOT 13 AND 14 AND THE SOUTH 40 FEET OF LOT 12, BLOCK 61, ACCORDING TO THE SURVEY OF DUNSTAN'S MAP OF THE TOWN OF CALERA, ALABAMA.

ALSO KNOWN AS: 1480 7TH AVE, CALERA, ALABAMA 35040

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
05/30/2023 08:06:09 AM
$190.25 BRITTANI
20230530000159580