

This Document Prepared By:
CRYSTAL FAW
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. 20020820000395860
Tax/Parcel #: 13 6 13 2 004 068.000

_____ [Space Above This Line for Recording Data] _____
Original Principal Amount: \$91,001.00 **FHA\VA Case No.:117077552703**
Unpaid Principal Amount: \$40,238.21 **Loan No: (scan barcode)**
New Principal Amount: \$40,238.21
New Money (Cap): \$0.00

Property Address: 515 CANYON PARK DR, PELHAM, ALABAMA 35124

LOAN MODIFICATION AGREEMENT (MORTGAGE)



This Loan Modification Agreement ("Agreement"), made this **16TH** day of **MAY, 2023**, between **ARTHUR HIGGS UNMARRIED** ("Borrower"), whose address is **515 CANYON PARK DR, PELHAM, AL 35124** 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 **MAY 17, 2011** and recorded on **MAY 31, 2011** in **INSTRUMENT NO. 20110531000159310**, 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

515 CANYON PARK DR, PELHAM, ALABAMA 35124

(Property Address)

the real property described being set forth as follows:

LAND SITUATED IN THE CITY OF PELHAM IN THE COUNTY OF SHELBY IN THE STATE OF AL

LOT 68, ACCORDING TO THE SURVEY OF CANYON PARK TOWNHOMES, AS RECORDED IN MAP BOOK 19, PAGE 19, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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 **JUNE 1, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$40,238.21**, 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. **\$0.00**.
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 **6.3750%**, from **JUNE 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 251.03**, beginning on the **1ST** day of **JULY, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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.

Arthur Higgs
Borrower: **ARTHUR HIGGS**

6/16/2023
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of **ALABAMA**)
Jefferson County)

I, a Notary Public, hereby certify that **ARTHUR HIGGS** 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 16 day of June, 2023.

[Signature]
Notary Public

Print Name

Lauren F. Weber


My commission expires:

4/10/27



In Witness Whereof, the Lender has executed this Agreement.


MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

By  **Melissa Buck** Vice President JUL 14 2023
(print name) (title) Date

_____[Space Below This Line for Acknowledgments]_____

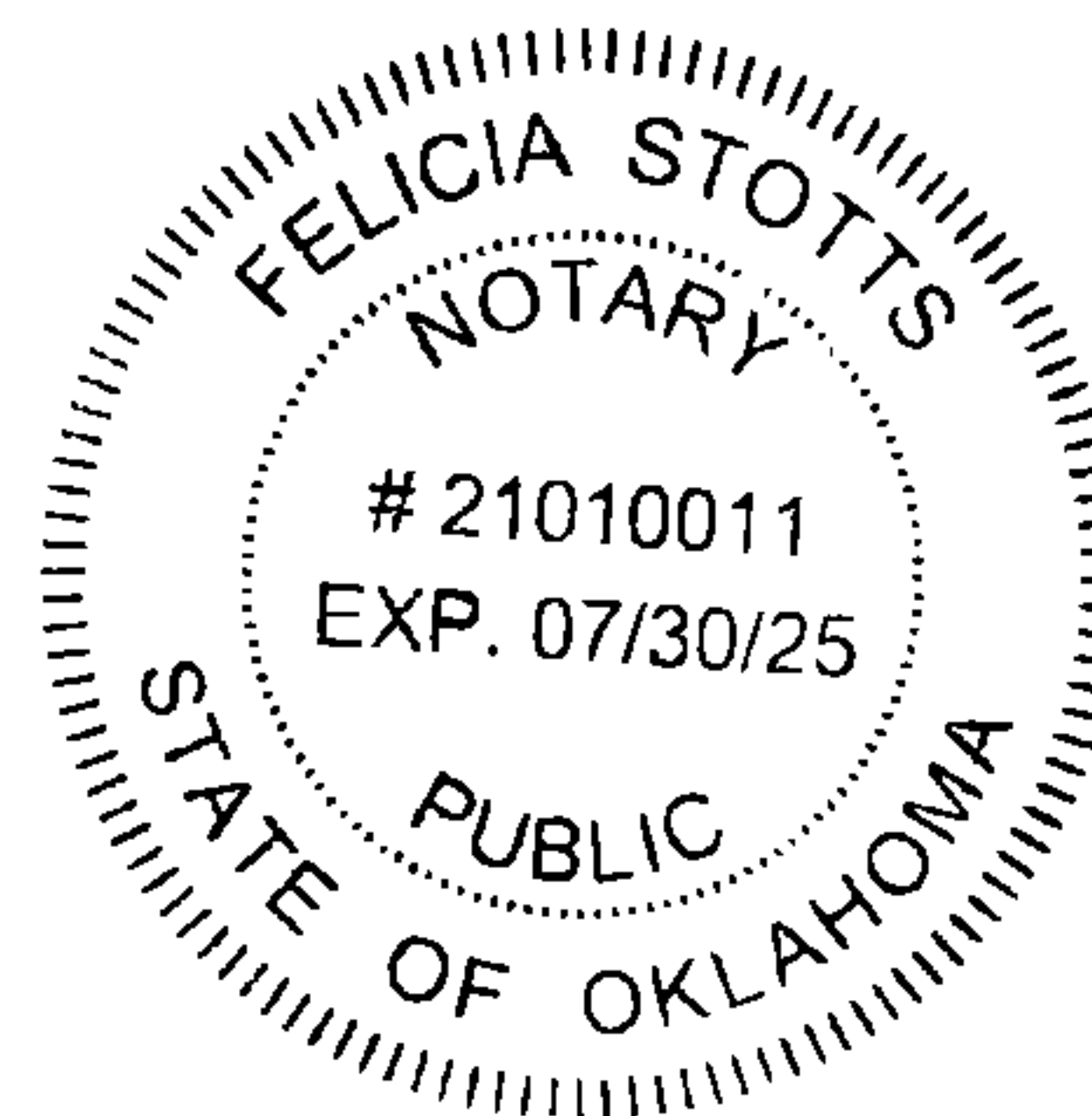
STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The instrument was acknowledged before me on JUL 14 2023 (date)
by Melissa Buck, as Vice President of
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.


Notary Public

Printed Name: Felicia Stotts

My commission expires: JUL 30 2025



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



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/04/2023 09:20:06 AM
\$97.45 PAYGE
20230804000235250

