

This Document Prepared By:
YUDOSHIA ROLLERSON
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. 20180720000258210**
Tax/Parcel #: **133060001001003**

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$299,669.00 **FHA\VA Case No.:118929669703**
Unpaid Principal Amount: \$275,697.05 **MERS Min: 101398219001490061**
New Principal Amount: \$209,379.26 **MERS Phone #: (888) 679-6377**
New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **20TH** day of **FEBRUARY, 2024**, between **DOUGLAS C. BROWN AND, MICHELLE M. BROWN HUSBAND AND WIFE** ("Borrower"), whose address is **6217 SHADES POINTE LN, HOOVER, AL 35244** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JULY 19, 2018** and recorded on **JULY 20, 2018** in **INSTRUMENT NO. 20180720000258220**, 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

6217 SHADES POINTE LN, HOOVER, ALABAMA 35244
(Property Address)
the real property described 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, **MARCH 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$209,379.26**, 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 **8.0000%**, from **MARCH 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 1,455.84**, beginning on the **1ST** day of **APRIL, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2064** (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.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.



In Witness Whereof, I have executed this Agreement.

Borrower: DOUGLAS C. BROWN

Michelle M. Brown

Borrower: MICHELLE M. BROWN

3/4/2024

Date

3/4/24

Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of ALABAMA)
Jefferson County)

I, a Notary Public, hereby certify that DOUGLAS C. BROWN; MICHELLE M. BROWN 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 4th day of March, 20 24.

Additional affidavit is required.

Creda Delorries Nelson

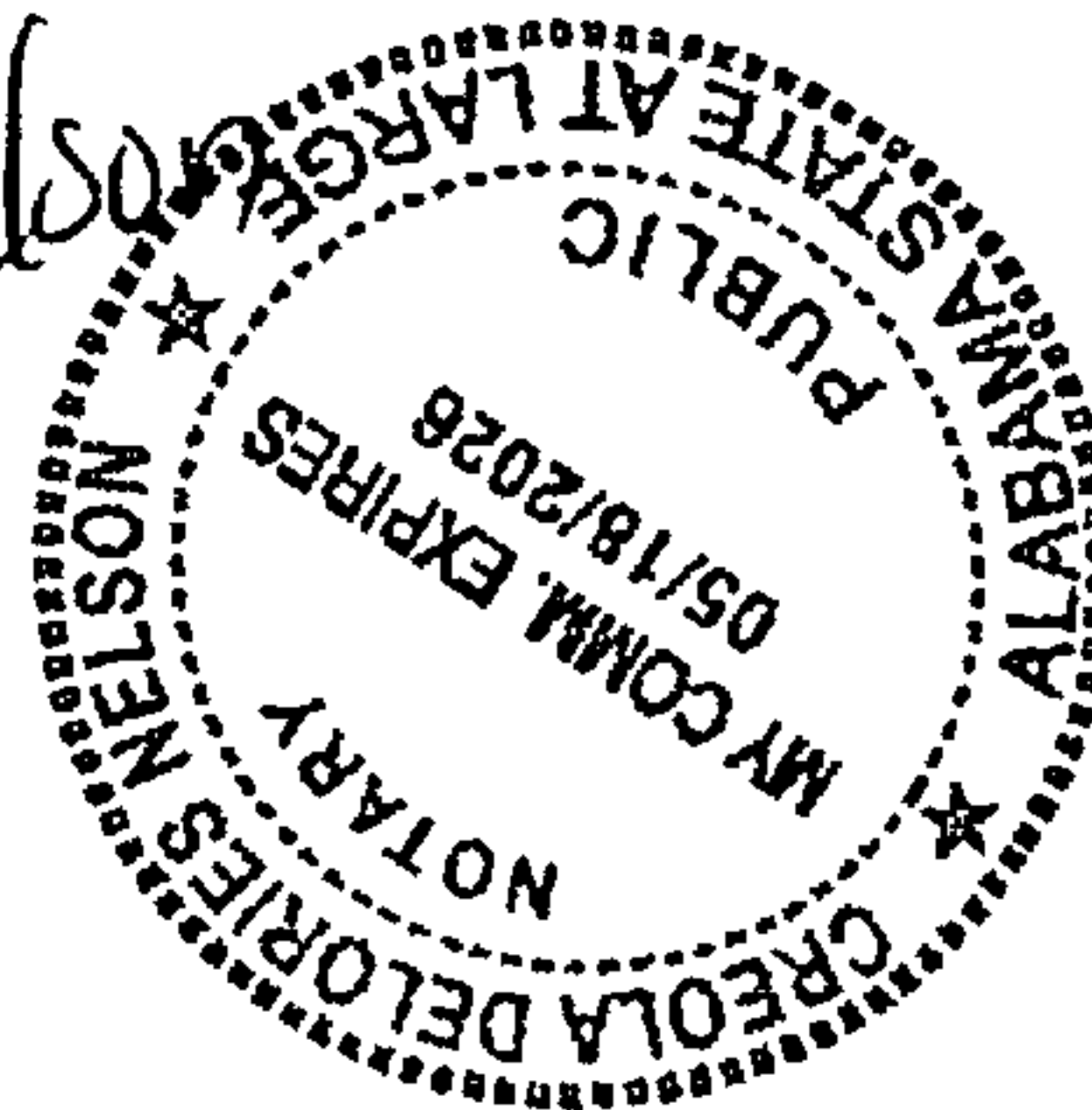
Notary Public (signature)

Notary Printed Name

Creda Delorries Nelson

My commission expires:

5-18-2026



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By 

MAR 11 2024
Date

_____[Space Below This Line for Acknowledgments]_____

STATE OF OKLAHOMA COUNTY OF OKLAHOMA

The instrument was acknowledged before me this MAR 11 2024 by
MELISSA BUCK, as VICE PRESIDENT of
Mortgage Electronic Registration Systems, Inc., a Delaware Corporation, on behalf of said
entity.

_____This notarial act was an online notarial act.


Notary Public

Printed Name: Aaviela King

My commission expires: SEP 13 2027

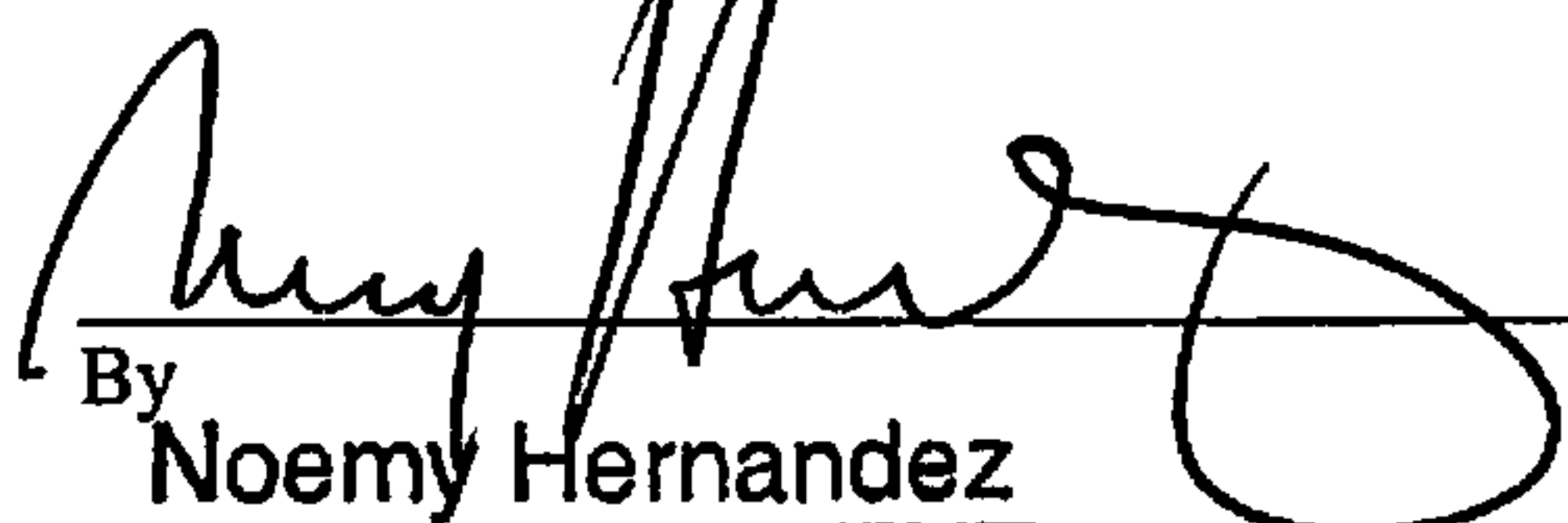


THIS DOCUMENT WAS PREPARED BY:
YUDOSHIA ROLLERSON
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118



In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION


By _____ (print name)
Noemy Hernandez (title)
VICE PRESIDENT

MAR 11 2024
Date

_____[Space Below This Line for Acknowledgments]_____

STATE OF **OKLAHOMA**
COUNTY OF **OKLAHOMA**

The instrument was acknowledged before me on **MAR 11 2024** (date) by
Noemy Hernandez, as **VICE PRESIDENT** of **MIDFIRST BANK, A**
FEDERALLY CHARTERED SAVINGS ASSOCIATION.

This notarial act was an online notarial act.


Notary Public

Printed Name: **Aaviela King**

My commission expires: **SEP 13 2027**

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



EXHIBIT A

**BORROWER(S): DOUGLAS C. BROWN AND, MICHELLE M. BROWN
HUSBAND AND WIFE**

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

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

**LOT 10, ACCORDING TO THE AMENDED MAP OF SHADES POINTE, FIRST
SECTOR, AS RECORDED IN MAP BOOK 21, PAGE 40, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.**

ALSO KNOWN AS: 6217 SHADES POINTE LN, HOOVER, ALABAMA 35244



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/18/2024 01:54:29 PM
\$354.10 PAYGE
20240318000073920

Allen S. Bayl

