

**RECORDATION REQUESTED BY:**

State Farm Bank, F.S.B.  
Bank Loan Center  
One State Farm Plaza  
Bloomington, IL 61710

**WHEN RECORDED MAIL TO:**

State Farm Bank, F.S.B.  
P O Box 5961  
Madison, WI 53705-0961

**SEND TAX NOTICES TO:**

LARRY J. PITTMAN, JR.  
LEIGH P. PITTMAN  
5148 JAMESWOOD DRIVE  
BIRMINGHAM, AL 35244

RETURN TO:  
FIRST AMERICAN ELS  
6701 CARMEL ROAD  
SUITE 302  
CHARLOTTE, NC 28226

First American Equity Loan Services, Inc.

3510077

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 14, 2002, is made and executed between **LARRY J. PITTMAN, JR. and LEIGH P. PITTMAN**; as Husband and Wife (referred to below as "Grantor") and **State Farm Bank, F.S.B.**, whose address is **One State Farm Plaza, Bloomington, IL 61710** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 16, 2002 (the "Mortgage").

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 13, according to the survey of Jameswood, First Sector, as recorded in Map Book 10, Page 45, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Date Record Ownership Acquired: 05/16/96  
Instrument No: 1996-15962

The Real Property or its address is commonly known as 5148 JAMESWOOD DRIVE, BIRMINGHAM, AL 35244. The Real Property tax identification number is 10-4-20-0-002-013.000

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

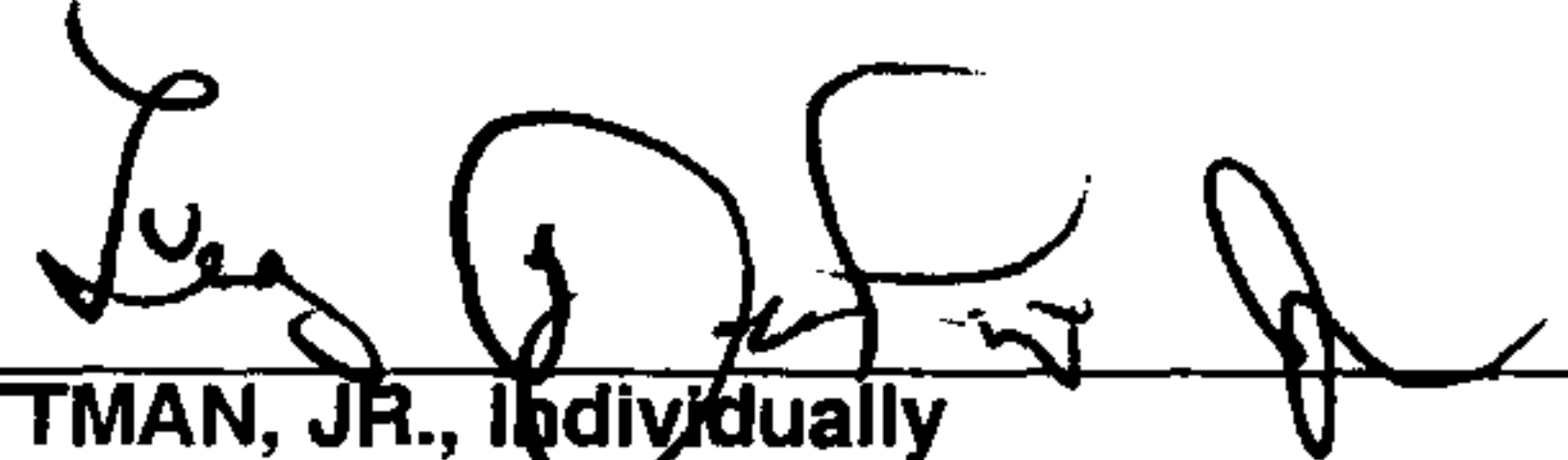
**Increasing current line of credit (Loan #8521565272) to \$70,000.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 14, 2002.**

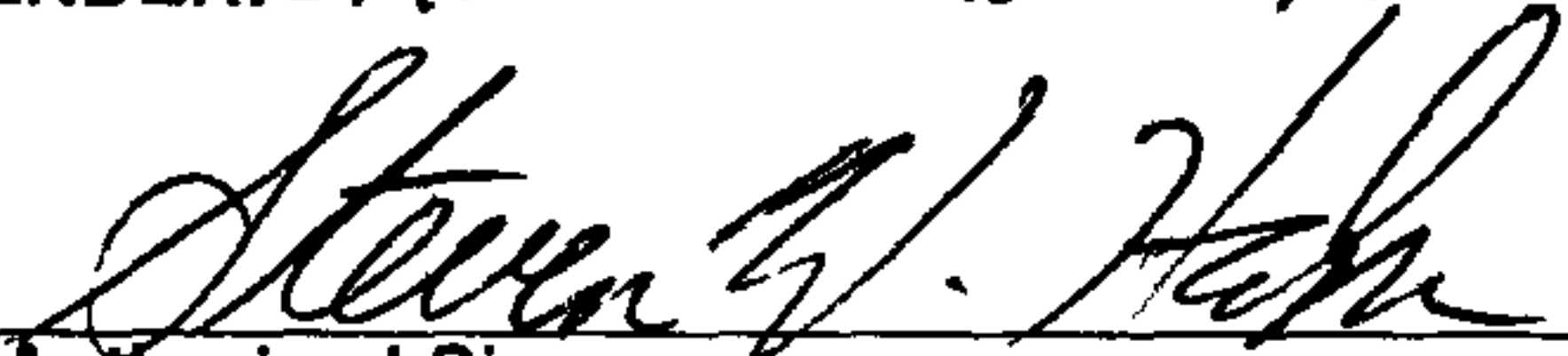
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

x  (Seal)  
LARRY J. PITTMAN, JR., Individually

x  (Seal)  
LEIGH P. PITTMAN, Individually

**LENDER:** State Farm Bank, FSB

x  (Seal)  
Authorized Signer  
Steven W. Hahn, Home Eq. Mgr.

✓  
First American Equity Loan Srvcs. Inc.  
6701 Carmel Rd. Ste 302  
Charlotte, NC 28226

MODIFICATION OF MORTGAGE  
(Continued)

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This Modification of Mortgage prepared by:

Name: Tina Eaton, Home Equity Processor  
Address: One State Farm Plaza  
City, State, ZIP: Bloomington, IL 61710

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 )  
COUNTY OF Shelby ) SS  
 )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **LARRY J. PITTMAN, JR. and LEIGH P. PITTMAN, as Husband and Wife**, 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 Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of August, 2002.  
Gacy B. Patterson  
Notary Public

MY COMMISSION EXPIRES JANUARY 3, 2004

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF Missouri )  
 )  
COUNTY OF St. Louis ) SS  
 )



JODI L. WOHLDMANN  
St. Louis County  
My Commission Expires  
June 26, 2004

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Steven W. Hahn of State Farm Bank, FSB a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said , he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12TH day of Feb, 2003.  
Jodi L. Wohldmann  
Notary Public

My commission expires June 26 2004



**RECORDATION REQUESTED BY:**

State Farm Bank, F.S.B.  
Bank Loan Center  
One State Farm Plaza  
Bloomington, IL 61710

20020805000366420 Pg 1/7 59.00  
Shelby Cnty Judge of Probate, AL  
09/06/2002 15:50:00 FILED/CERTIFIED

**WHEN RECORDED MAIL TO:**

State Farm Bank, F.S.B.  
P O Box 5961  
Madison, WI 53705-0961

RETURN TO:  
FIRST AMERICAN ELS  
6701 CARMEL ROAD  
SUITE 415  
CHARLOTTE, NC 28226

20030228000124100 Pg 3/3 92.00  
Shelby Cnty Judge of Probate, AL  
02/28/2003 13:41:00 FILED/CERTIFIED

**SEND TAX NOTICES TO:**

LARRY J. PITTMAN, JR.  
LEIGH P. PITTMAN  
5148 JAMESWOOD DRIVE  
BIRMINGHAM, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

F.A.E.L.S. 02510077  
Order #

**MORTGAGE****THIS IS A FUTURE ADVANCE MORTGAGE**

**MAXIMUM LIEN.** The lien of this Mortgage shall not exceed at any one time \$20,000.00.

**THIS MORTGAGE** dated July 16, 2002, is made and executed between LARRY J. PITTMAN, JR. and LEIGH P. PITTMAN; as Husband and Wife (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is One State Farm Plaza, Bloomington, IL 61710 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Shelby County, State of Alabama:

Lot 13, according to the survey of Jameswood, First Sector, as recorded in Map Book 10, Page 45, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Date Record Ownership Acquired: 05/16/96  
Instrument No. 1996-15962

The Real Property or its address is commonly known as 5148 JAMESWOOD DRIVE, BIRMINGHAM, AL 35244. The Real Property tax identification number is 10-4-20-0-002-013.000

**REVOLVING LINE OF CREDIT.** Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use,