RECORDATION REQUESTED BY:

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

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE 1228 EUCLID AVENUE, SUITE 400 CLEVELAND, OHIO 44115

ATTN: FT1120

SEND TAX NOTICES TO:

GLENN H HOPPER LEDA HOPPER 600 VALLEYVIEW DR PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20051216000649900 1/3 \$32.00

Shelby Cnty Judge of Probate, AL

12/16/2005 09:04:25AM FILED/CERT

F 8354185

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 7, 2005, is made and executed between GLENN H HOPPER and LEDA HOPPER; 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 30, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED ON 08/19/2004 AS DOC. NO. 20040819000465640 IN THE SHELBY COUNTY RECORDS. MORTGAGE TAX IN THE AMOUNT OF \$30.00 WAS PAID ON 08-19-2004, RECEIPT NO. 20040819000465640.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 600 VALLEYVIEW DR, PELHAM, AL 35124. The Real Property tax identification number is

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

PRINCIPAL INCREASE OF \$10,000.00. THE LIEN OF THE MORTGAE SHALL NOT EXCEED AT ANY ONE TIME \$30,000.00. THE MATURITY DATED OF THIS MORTGAGE WILL BE 11-30-2012.

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 endorsers 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 NOVEMBER 7, 2005.

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:

(Seal)

(Seal)

LENDER:

STATE FARM BANK, F.S.B.

Authorized Signer

(Seal)

STEVEN W. HAHN HOME EQUITY MANAGER Loan No: 8524544178

MODIFICATION OF MORTGAGE (Continued)

Page 2

This Modification of Mortgage prepared by:		20051216000649900 2/3 \$32.00 Shelby Cnty Judge of Probate, AL 12/16/2005 09:04:25AM FILED/CERT
	Name: Jodi Wohldmann Address: One State Farm Plaza City, State, ZIP: Bloomington, IL 61710	
INDIVIDUAL ACKNOWLEDGMENT		
STATE OF AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA		
COUNTY OF Detterson) SS)	
Husband and Wife, whose names are signed being informed of the contents of said Modifi		me, acknowledged before me on this day that, by the same bears date.
LENDER ACKNOWLEDGMENT		
STATE OF Josephine COUNTY OF M. Manles) SS Notar	SUSAN M. COX St. Charles County My Commission Expires April 24, 2006
acknowledged before me on this day that, be full authority, executed the same voluntarily f		joing Modification and who is known to me, f Mortgage, he or she, as such officer and with
Given under my hand and official seal this	day of January	n, 2000. n, Cay Notary Public
My commission expires 4.24.2000		

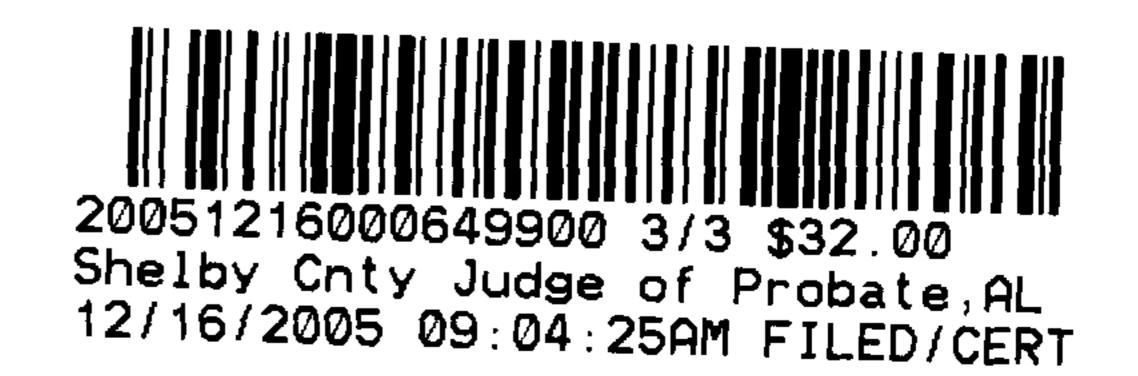


EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 17, IN BLOCK 4, ACCORDING TO THE MAP OF CAHABA VALLEY ESTATES 7TH SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 82, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 13 1 11 1 004 012 000 GLENN H. HOPPER AND WIFE, LEDA HOPPER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

600 VALLEYVIEW DRIVE, PELHAM AL 35124
Loan Reference Number : HOPPER
First American Order No: 8354185
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



When recorded mail to:

FIRST AMERICAN TITLE INSURANCE

1228 EUCLID AVENUE, SUITE 400

CLEVELAND, OHIO 44115

ATTN: FT1120