

RECORDATION REQUESTED BY:

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

20060721000353320 1/2 \$34.10
Shelby Cnty Judge of Probate, AL
07/21/2006 11:08:26AM FILED/CERT

WHEN RECORDED MAIL TO:

~~State Farm Bank, F.S.B.~~
~~P.O. Box 4961~~
~~Madison, WI 53705-0961~~

SEND TAX NOTICES TO:

DANIEL P STROUP III
PAMELA D STROUP
7807 WELLWOOD CIRCLE
HELENA, AL 35080

Return to:

DRI Title & Escrow
12000 I Street #20-100
Omaha, NE 68137

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 26, 2006, is made and executed between DANIEL P STROUP III and PAMELA D STROUP; 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 November 4, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON NOVEMBER 24, 2004 AS DOCUMENT NO. 20041124000648630 IN THE SHELBY COUNTY RECORDS.

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

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA TO-WIT: LOT 113, ACCORDING TO THE SURVEY OF WYNDHAM, WELLINGTON SECTOR, PHASE II, AS RECORDED IN MAP BOOK 23, PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 7807 WELLWOOD CIRCLE, HELENA, AL 35080. The Real Property tax identification number is 13 5 22 3 003 006 000.

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

PRINCIPAL INCREASE OF \$5315.00. The lien of the Mortgage shall not exceed at any one time \$13,400. THE MATURITY DATE OF THIS MORTGAGE JULY 31, 2013.


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 JUNE 26, 2006.

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.

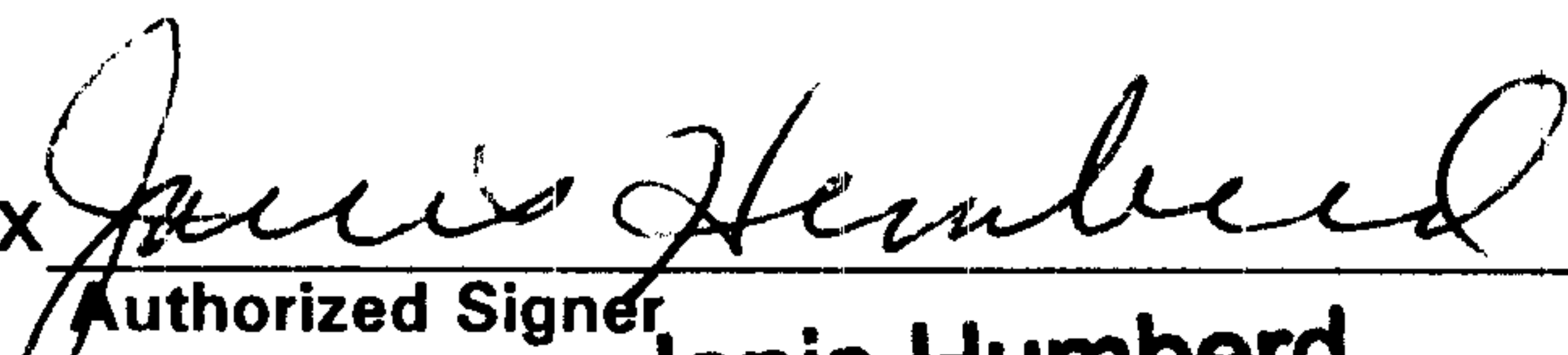
GRANTOR:

X  (Seal)
DANIEL P STROUP III

X  (Seal)
PAMELA D STROUP

LENDER:

STATE FARM BANK, F.S.B.

X  (Seal)
Authorized Signer
Janis Humberd
Loan Accounting Manager


MODIFICATION OF MORTGAGE
(Continued)

Loan No: 8525235078

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This Modification of Mortgage prepared by:

Name: KATIE HERRELL, HOME EQUITY REP.
Address: One State Farm Plaza
City, State, ZIP: Bloomington, IL 61710


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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF J. Person)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DANIEL P STROUP III and PAMELA D STROUP, 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.

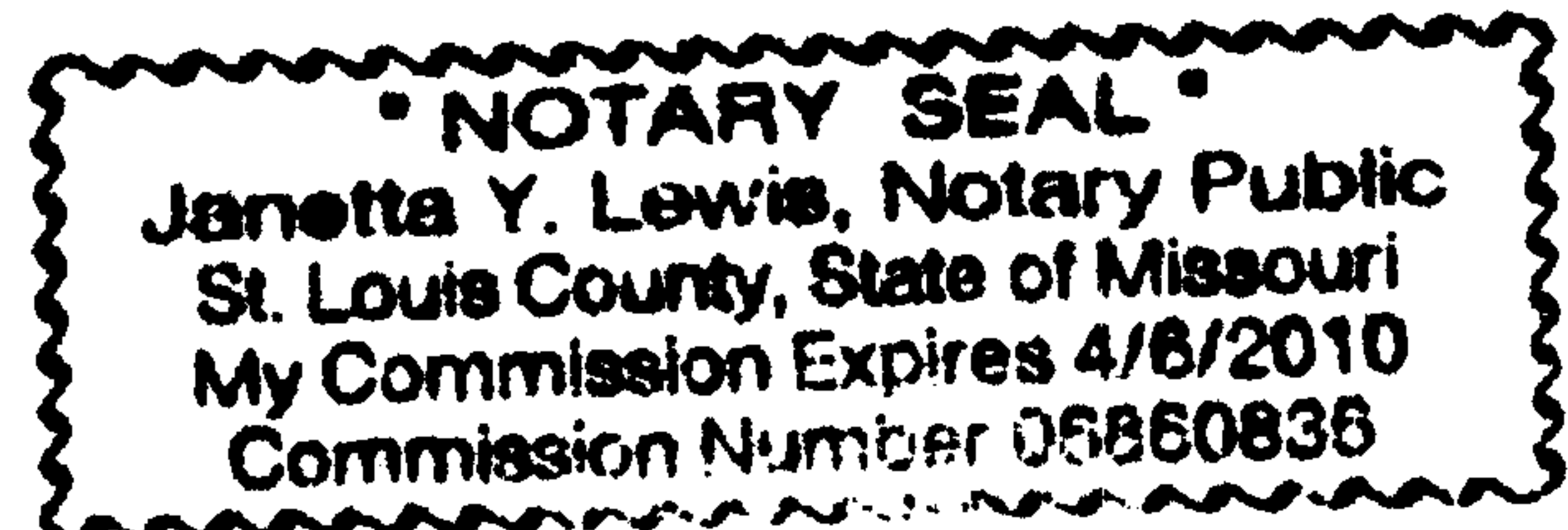
Given under my hand and official seal this 26th day of June, 2006.

Mary Ann Esbey
Notary Public

My commission expires 8-16-2006

LENDER ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF St Louis)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JAVIS HUMBERS a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 July 1st day of July, 2006.

Janetta Y. Lewis
Notary Public

My commission expires 04-06-2010