

RECORDATION REQUESTED BY:

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

20070110000015100 1/2 \$47.00
Shelby Cnty Judge of Probate, AL
01/10/2007 12:38:18PM FILED/CERT

WHEN RECORDED MAIL TO:

~~State Farm Bank, F.S.B.~~
~~P.O. Box 5961~~
~~Madison, WI 53708-0961~~

SEND TAX NOTICES TO:

CAROL S LITTLE
TERRELL D LITTLE
609 3RD ST NE
ALABASTER, AL 35007

RETURN TO
DRI Title & Escrow
12720 I Street, Suite 100
Omaha, NE 68137

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 18, 2006, is made and executed between CAROL S LITTLE and TERRELL D LITTLE; as Wife and Husband (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 March 21, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON APRIL 7, 2006 IN BOOK 2006 AT PAGE 16277, MORTGAGE TAX IN THE AMOUNT OF \$30.00 WAS PAID ON APRIL 7, 2006 AS INSTRUMENT NO 200604070001621770. MODIFICATION OF MORTGAGE RECORDED ON JULY 29, 2006 AS INSTRUMENT NO 20060728000364160, MORTGAGE TAX IN THE AMOUNT OF \$15.00 WAS PAID ON APRIL 7, 2006 AS INSTRUMENT NO 20060407000162770 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 THE COUNTY OF SHELBY AND STATE OF ALABAMA, TO-WIT:

LOT 52 ACCORDING TO THE SURVEY OF RESURVEY OF WHITESTONE TOWNHOMES PHASE II AS RECORDED IN MAP BOOK 22, PAGE 11, SHELBY COUNTY, ALABAMA RECORDS.

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 609 3RD ST NE, ALABASTER, AL 35007. The Real Property tax identification number is 13-7-36-3-002-052-000.

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


PRINCIPAL INCREASE OF \$20,000.00. THE LIEN OF THIS MORTGAGE SHALL NOT EXCEED AT ANY ONE TIME \$50,000.00. THE MATURITY DATE OF THIS MORTGAGE WILL STAY 03-21-2006.

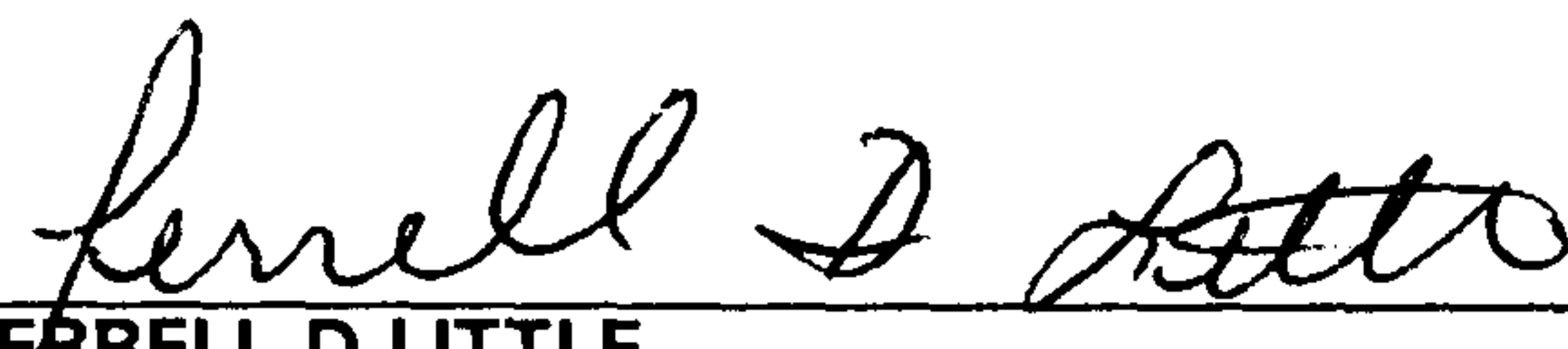
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorser 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 DECEMBER 18, 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)
CAROL S LITTLE

X  (Seal)
TERRELL D LITTLE

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 8527636307

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LENDER:

STATE FARM BANK, F.S.B.



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X Janis Humbert (Seal)
Authorized Signer
Janis Humbert
Loan Accounting Manager

This Modification of Mortgage prepared by:

Name: JOY ROGERS, HOME EQUITY REPRESENTATIVE
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 **CAROL S LITTLE and TERRELL D LITTLE, as Wife and Husband**, 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.

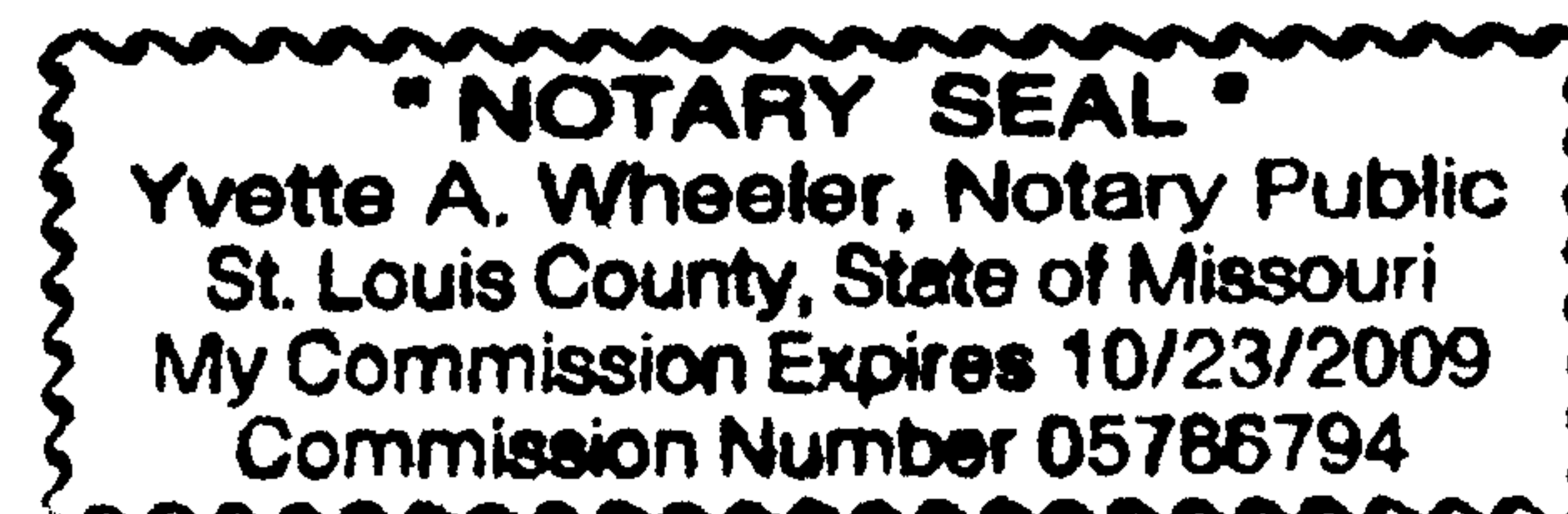
Given under my hand and official seal this 18th day of December, 2006.

Michelle M. Farmer
Notary Public

My commission expires 4-30-08

LENDER ACKNOWLEDGMENT

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



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Janis Humbert 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 2 day of January, 2007.

Yvette A. Wheeler
Notary Public

My commission expires 10-23-2009