

RECORDATION REQUESTED BY:

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

20070626000298770 1/2 \$27.00
Shelby Cnty Judge of Probate, AL
06/26/2007 11:17:08AM FILED/CERT

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

LISA DAVIS
TODD E DAVIS
7 S FORTY DR
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 June 5, 2007, is made and executed between LISA DAVIS and TODD E DAVIS; 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 November 3, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11-28-2006 AS DOCUMENT NO. 20061128000576500 IN THE SHELBY COUNTY RECORDS. MORTGAGE TAX IN THE AMOUNT OF \$15 PAID ON NOVEMBER 28, 2006 AS DOCUMENT # 20061128000576500.

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 7, ACCORDING TO THE SURVEY OF SOUTH FORTY, AS RECORDED IN MAP BOOK 11, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN 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 7 S FORTY DR, ALABASTER, AL 35007.

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

PRINCIPAL INCREASE OF \$8,000. The lien of the Mortgage shall not exceed at any one time \$18,000. THE MATURITY DATE OF THIS MORTGAGE WILL STAY 11-08-2013.


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 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 JUNE 5, 2007.

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)
LISA DAVIS

X  (Seal)
TODD E DAVIS

LENDER:

STATE FARM BANK, F.S.B.

X  (Seal)
Authorized Signer

STEVEN W. HAHN
HOME EQUITY MANAGER

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 8528660518

Page 2

This Modification of Mortgage prepared by:

Name: SARAH REEVES, HOME EQUITY REP
Address: One State Farm Plaza
City, State, ZIP: Bloomington, IL 61710

20070626000298770 2/2 \$27.00
Shelby Cnty Judge of Probate, AL
06/26/2007 11:17:08AM FILED/CERT

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 **LISA DAVIS and TODD E DAVIS, 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 5th day of June, 20 07.
Michelle M. Garner
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 STEVEN W HAHN,
HOME EQUITY MANAGER 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 15th day of June, 20 07.
Janetta Y. Lewis
Notary Public

My commission expires 04-06-2010

"NOTARY SEAL"
Janetta Y. Lewis, Notary Public
St. Louis County, State of Missouri
My Commission Expires 4/6/2010
Commission Number 06860836