

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE MODIFICATION AGREEMENT

This Modification Agreement is made and entered into this 26th day of FEBRUARY, 2009, by and between Jerry Dean Mathis and Chesteen Mathis, who reside at 9624 Highway 11, Chelsea, Alabama 35043, hereinafter referred to, collectively, as "Borrower" and American General Financial Services, Inc., a Delaware Corporation, having an office at 1351 Decatur Highway, Suite 101, Fultondale, Alabama 35068, hereinafter referred to as "Lender".

Whereas on August 30, 2005, Borrower executed and delivered to Lender a Note in the original principal amount of \$22,000.00 and a Mortgage of even date therewith, as security therefore, as recorded at Instrument Number 20050831000450300, Shelby County, Alabama, probate records, which conveys certain real property known as 9624 Highway 11, Chelsea, Alabama 35043, said loan being hereinafter referred to as "Subject Loan", and said Note and Mortgage being hereinafter referred to as the "Loan Documents".

Whereas, Borrower has evidenced an inability to make the required payments on Subject Loan and has requested a waiver of past due interest and accumulated late charges and an extended term so as to reduce the amount of the monthly payments thereon, to which Lender is agreeable, and the parties wish to set forth in writing a modification of the Loan Documents so as to accomplish the foregoing.

Now, therefore, for and in consideration of the premises, of \$1.00 in hand paid by Borrower to Lender, the receipt and sufficiency of which being hereby acknowledged, and of the mutual covenants and agreements set forth herein, the parties hereto do covenant and agree as follows:

1. The parties agree that after waiving the past due interest of \$ 1014.40 and accumulated late charges of \$ 0 on Borrower's account, and after crediting all payments made by Borrower to date on said account, the principal balance on Subject Loan to which the new terms will apply is \$19,356.00.
2. The applicable interest rate on Subject Loan will decrease to 9.00 percent per annum, and the aforesaid indebtedness shall be amortized at said rate over a one hundred twenty (120) month term in monthly installments of \$245.93, including principal and interest, beginning on April 23, 2009, and continuing on the same day of each subsequent month through the month of March, 2019.
3. It is understood and agreed that the within modification does not involve the advance of any additional funds to Borrower, but is limited to the waiver of past due interest and late charges and an extended term, as provided herein, so as to accommodate Borrower's ability to maintain Subject Loan in a current status.
4. The Loan Documents are hereby modified in accordance with the foregoing provisions, but except as so modified, said Loan Documents shall be unchanged and shall remain in full force and effect.

Wherefore, the parties have set their hands and seals on the day and year first set forth hereinabove.

Jerry D. Mathis
Borrower

Borrower

STATE OF ALABAMA
COUNTY OF

I, the undersigned, a Notary Public in and for said County and State, hereby certify that JERRY DEAN MATHIS and CHESTEEN MATHIS, whose names are signed to the foregoing modification agreement, and who are known to me, acknowledged before me on this date that, being informed of the contents of this modification agreement, they executed the same voluntarily on the day the same bears date.

THIS the 26th day of February, 2009.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 23, 2012

NOTARY PUBLIC
COMMISSION EXPIRES: _____

Robert S. Ritter
AMERICAN GENERAL FINANCIAL SERVICES, INC.

By: Robert S. Ritter
Its: Vice President

STATE OF GEORGIA
COUNTY OF CHEROKEE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that ROBERT S. RITTER, whose name is signed as VICE PRESIDENT of AMERICAN GENERAL FINANCIAL SERVICES, INC., to the foregoing modification agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of this modification agreement, he executed the same voluntarily as and for the act of said corporation on the same bears date.

THIS the 4th day of March, 2009.

LAURA FRAHM
NOTARY PUBLIC
Gilmer County, State of Georgia
My Commission Expires November 6, 2011

Laura Frahm
NOTARY PUBLIC
COMMISSION EXPIRES: _____