

RECORDATION REQUESTED BY:

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


20090804000298280 1/3 \$108.00
Shelby Cnty Judge of Probate, AL
08/04/2009 11:18:19 AM FILED/CERT

WHEN RECORDED MAIL TO:

~~State Farm Bank, F.S.B.
P.O. Box 5901
Madison, WI 53703-0901~~

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

SEND TAX NOTICES TO:

JOHN R SAMPLE, SUZAN SAMPLE and JEANETTE SAMPLE
1315 HIGHWAY 35
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

DRI

THIS MODIFICATION OF MORTGAGE dated July 16, 2009, is made and executed between **JOHN R SAMPLE; SUZAN SAMPLE**, as Husband and Wife and **JEANETTE SAMPLE**, a Single Person (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 June 3, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN THE AMOUNT OF \$ 50,000.00 ON JULY 1, 2005, IN INSTRUMENT NO. 20050701000331620. MORTGAGE TAX IN THE AMOUNT OF \$ 75.00 WAS PAID ON JULY 5, 2005 WITH RECEIPT NUMBER 20050701000331620.

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:

A PARCEL OF LAND LOCATED IN SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID 1/4-1/4; THENCE IN A NORTHERLY DIRECTION ALONG EAST LINE OF SAID 1/4-1/4, A DISTANCE OF 380 FEET MORE OR LESS TO A POINT WHICH IS THE POINT OF INTERSECTION OF THE SOUTH FENCE LINE OF LLOYD SAMPLE AND THE EAST LINE OF THE SW 1/4 OF THE NW 1/4 WHICH IS MARKED BY AN IRON STOB AND IS THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 100.0 FEET TO A POINT MARKED BY AN IRON STOB; THENCE 90 DEGREES 01 MINUTES 45 SECONDS LEFT IN A WESTERLY DIRECTION A DISTANCE OF 15.75 FEET; THENCE 68 DEGREES 28 MINUTES 35 SECONDS LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 91.29 FEET; THENCE 94 DEGREES 28 MINUTES 58 SECONDS LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 51.45 FEET TO THE POINT OF BEGINNING.

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 1315 HIGHWAY 35, PELHAM, AL 35124. The Real Property tax identification number is 14-4-18-2-000-032-000.

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

PRINCIPAL INCREASE OF \$ 10,000.00. THE LIEN OF THE MORTGAGE SHALL NOT EXCEED AT ANY ONE TIME \$ 60,000.00. THE MATURITY DATE WILL BE EXTENDED TO AUGUST 31, 2016.

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.

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 85258874660

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 16, 2009.

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 John R Sample (Seal)
JOHN R SAMPLE

X Suzan Sample (Seal)
SUZAN SAMPLE

X Jeanette Sample (Seal)
JEANETTE SAMPLE

LENDER:

STATE FARM BANK, F.S.B.
X Steven W. Hahn (Seal)
Authorized Signer

STEVEN W. HAHN
HOME EQUITY MANAGER

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN R SAMPLE; SUZAN SAMPLE; and JEANETTE SAMPLE, 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 16th day of July 2009.
Connie Dawson
Notary Public

MY COMMISSION
My commission expires EXPIRES 9-20-2011



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MODIFICATION OF MORTGAGE
(Continued)

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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 Steven W Hahn whose name as Home Eq Mgr of **State Farm Bank, F.S.B.** 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 the Modification of Mortgage, he or she, in his or her capacity as such Home Eq Mgr of **State Farm Bank, F.S.B.**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 24 day of July, 2009.

Nicole Baldwin
Notary Public

My commission expires July 25, 2011

NICOLE BALDWIN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires; July 25, 2011
Commission #07149988


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