

RECORDATION REQUESTED BY:

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



20091020000394180 1/3 \$35.75
Shelby Cnty Judge of Probate, AL
10/20/2009 10:33:55 AM FILED/CERT

WHEN RECORDED MAIL TO:

State Farm Bank, F.S.B.
P O Box 5961
Madison, WI 57305-0961

SEND TAX NOTICES TO:

F. MAX CARROLL
ELIZABETH T. CARROLL
478 OXFORD WAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2009, is made and executed between F. MAX CARROLL and ELIZABETH T. CARROLL; 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 September 18, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN THE AMOUNT OF \$90,000.00 ON OCTOBER 7, 2002 IN INSTRUMENT NUMBER 20021007000488940. MORTGAGE TAX IN THE AMOUNT OF \$135 PAID ON 10/07/2002 AS DOCUMENT NUMBER 20021007000488940 IN SHELBY COUNTY RECORDS.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 478 OXFORD WAY, PELHAM, AL 35124. The Real Property tax identification number is 14-9-31-0-000-001.079.

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

LOWERING LIEN LIMIT TO \$12,500 AND EXTENDING MATURITY DATE TO OCTOBER 30, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 10, 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 F. Max Carroll (Seal)
F. MAX CARROLL

X Elizabeth T. Carroll (Seal)
ELIZABETH T. CARROLL

LENDER:

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

**STEVEN W. HAHN
HOME EQUITY MANAGER**

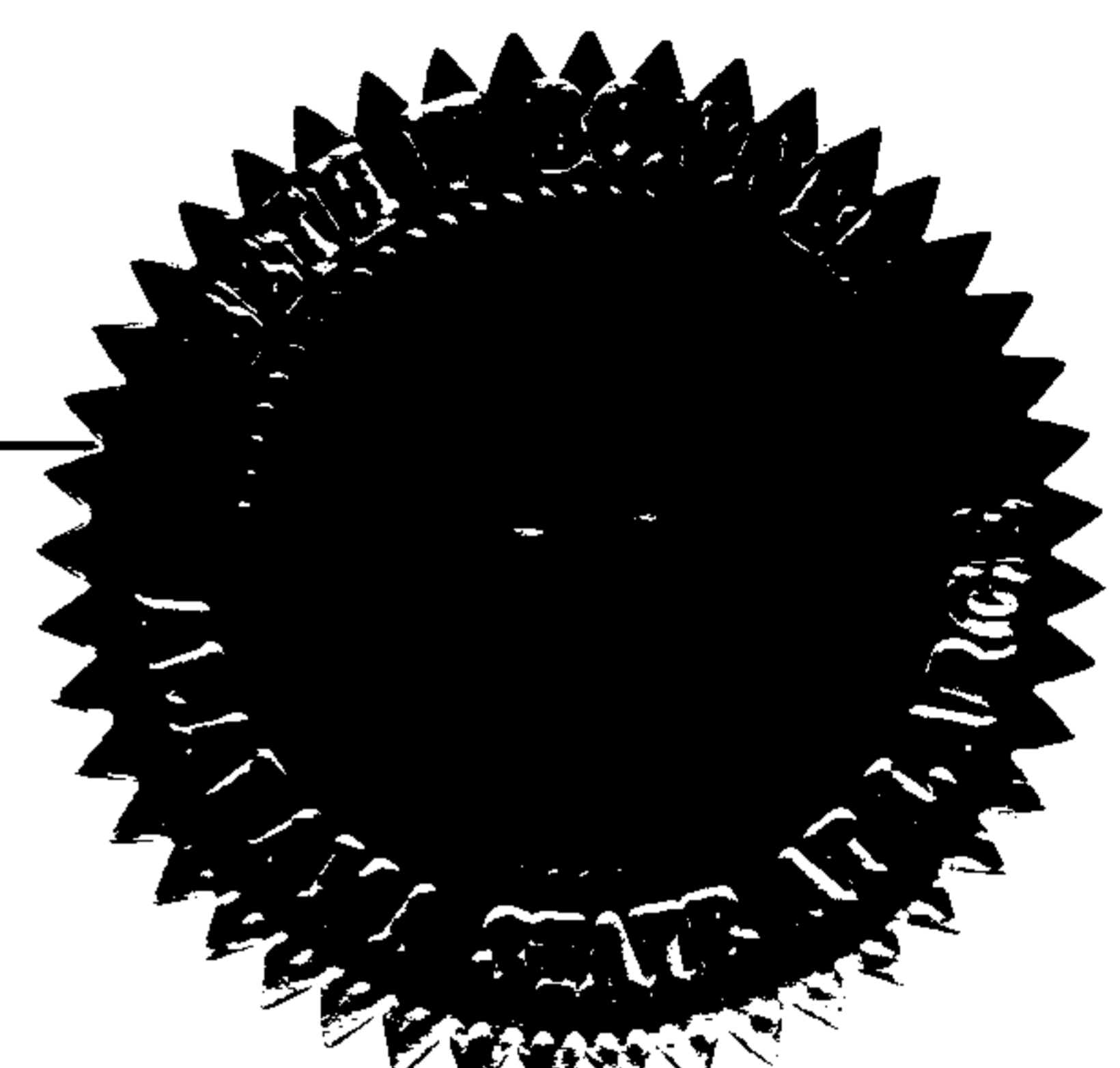
MODIFICATION OF MORTGAGE
(Continued)

Loan No: 08521813756

Page 2

This Modification of Mortgage prepared by:

Name: Diana Porter, State Farm Bank, F.S.B.
Address: One State Farm Plaza
City, State, ZIP: Bloomington, IL 61710



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Blount)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that F. MAX CARROLL and ELIZABETH T. CARROLL, 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.

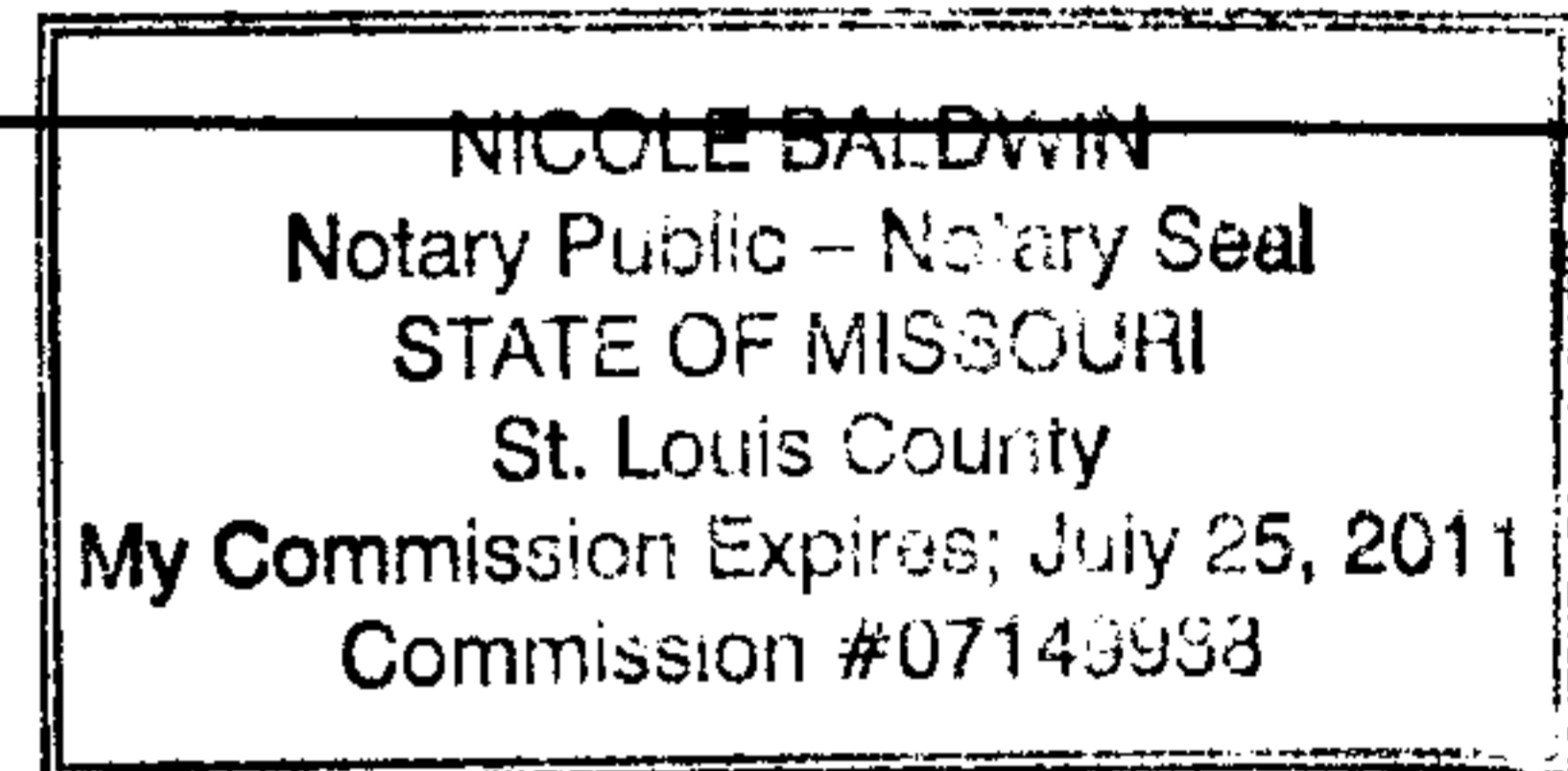
Given under my hand and official seal this 4th day of September, 2009.

Beth W. Bonner
Notary Public

My commission expires June 19, 2012

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 Loan Officer 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 Loan Officer 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 16th day of September, 2009.

Michele B.
Notary Public

My commission expires July 25, 2011

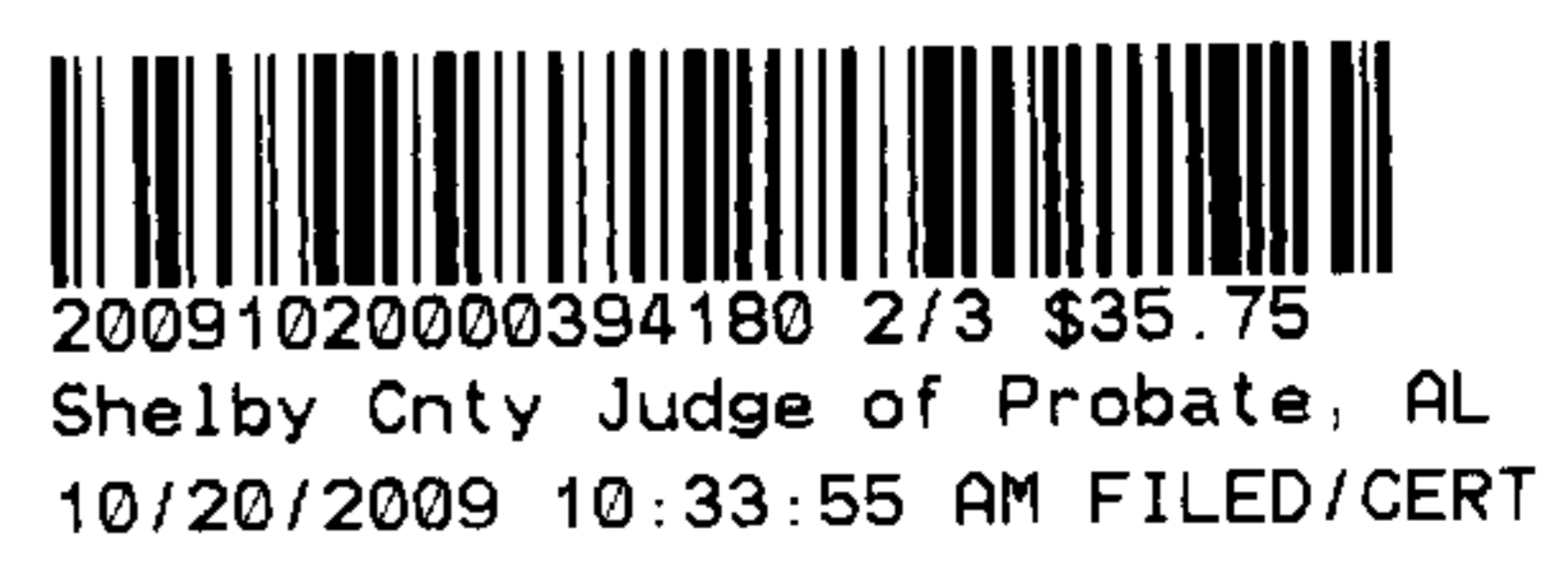



EXHIBIT A

Lot 2606, according to the Survey of Weatherly Highlands, The Ledges, Sector 26, Phase One, as recorded in Map Book 26 Page 145 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Permanent Parcel Number: 14-9-31-0-000-001.079
F. Max Carroll and Elizabeth T. Carroll
as joint tenants, with right of survivorship

478 OXFORD WAY, PELHAM AL 35124
Loan Reference Number : 32909682
First American Order No: 3613530


20091020000394180 3/3 \$35.75
Shelby Cnty Judge of Probate, AL
10/20/2009 10:33:55 AM FILED/CERT