

THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:
Coastal States Mortgage Corporation
600 Corporate Drive, Suite 620
Fort Lauderdale, Florida 33334

(Reserved)

MORTGAGE AND NOTE MODIFICATION AGREEMENT

THIS MORTGAGE AND NOTE MODIFICATION AGREEMENT (this "Agreement"),
made and entered into as of the 15th day of December, 2009, by and between Terry Crowder and
Elizabeth Crowder, his wife (the "Mortgagor"), and Coastal States Mortgage Corporation (the
"Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee's predecessor in interest,
Castle Mortgage Corporation that certain Promissory Note in the original principal amount of TWO
HUNDRED FIFTY SIX THOUSAND AND NO/100 (\$256,000.00) DOLLARS dated July 30, 2002
(the "Note"), which Mortgagee warrants and represents it is now the owner and holder of the Note;
and;

Proper Mortgage Tax was paid on the filing of that certain
Mortgage recorded August 7, 2002 in the office of the Judge of
Probate under instrument no. 20020807000373290. No additional
Mortgage Tax is due on this recording.

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WHEREAS, the Mortgagee is the owner and holder of that certain Mortgage dated July 30, 2002 executed and delivered by Mortgagor and recorded under instrument no. 20020807000373290 in the Judge of Probate office of Shelby County, Alabama (the "Mortgage"), securing repayment of the Note and encumbering the parcel of real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable considerations, the parties hereto agree as follows:

1. Recitals. The foregoing recitals of fact are true and correct.
2. Principal Balance. The outstanding and unpaid principal balance due under the terms and conditions of the Note as of the date hereof is Two Hundred Twenty Seven Thousand One Hundred Eighty-Eight and 00/100 (\$227,188.00) Dollars.
3. Interest. Interest on the Note has been paid to December 31, 2009. Interest on the outstanding principal balance shall accrue at the yearly rate of 5.375%. Payments of principal and interest shall be due and payable in accordance with the Replacement Note executed by Mortgagor in favor of Mortgagee of even date herewith (the "Renewal Note").
4. Maturity Date. The Maturity Date of the Note and Mortgage is hereby confirmed to be August 1, 2032, in accordance with the terms and conditions of the Renewal Note.
5. Modification of Note and Mortgage. The Renewal Note constitutes a renewal of the Note, made by the Mortgagor to the Mortgagee hereof. All references to the Note shall hereinafter refer to the Renewal Note. Proper mortgage tax was previously paid with respect to the Renewal Note on the Mortgage recorded under instrument no. 20020807000373290 in the Judge of Probate office of Shelby County, Alabama. No additional mortgage tax is due hereunder.

6. Interest and Principal Payments. Interest and principal from January 1st, 2010, shall be due and payable in accordance with the terms and conditions of the Renewal Note.

7. Ratification. Except as herein specifically extended and modified, the Mortgage is hereby ratified and confirmed and the same is, and shall remain, in full force and effect without further change, modification, alteration or amendment.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute but one instrument.

9. Benefit. All of the terms, covenants and conditions herein contained are and shall be binding upon, and shall inure to the benefit of, the respective parties, their successors and assigns.

10. Further Modification. The Renewal Note and the Mortgage, as modified hereby, shall not be further extended or modified unless such modification is by an instrument in writing signed by all of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first above written.

WITNESSES:

MORTGAGOR:

x Michelle Carter
Print Name:

x Terry Crowder
Terry Crowder

x Allison Leak
Print Name:

x Michelle Carter
Print Name:

x Elizabeth Crowder
Elizabeth Crowder

x Allison Leak
Print Name:

MORTGAGEE:

Coastal States Mortgage Corporation

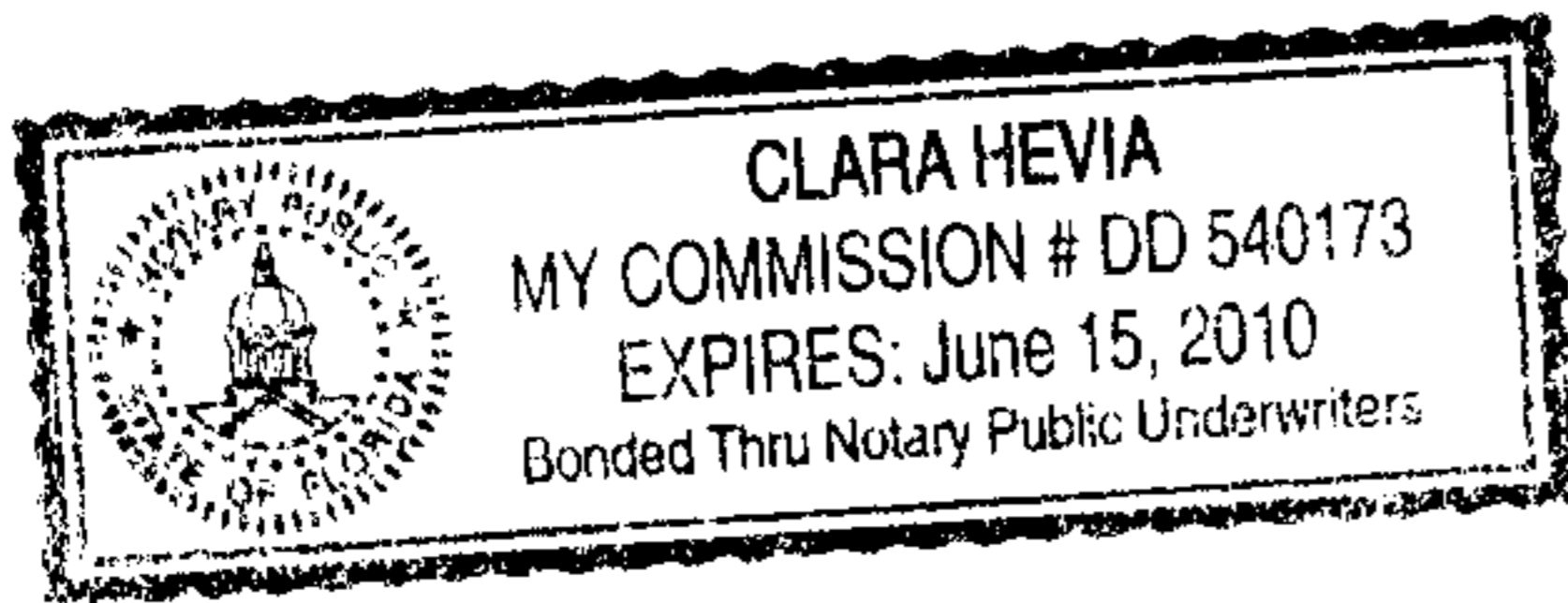
X Yosiel Pichardo
Print Name: Yosiel Pichardo
X Yosiel Paulette Dennis
Print Name: Paulette Dennis

By: Patricia Crowder



STATE OF FLORIDA)
COUNTY OF BROWARD)SS:

The foregoing instrument was acknowledged before me this 15 day of Dec, 2009, by Terry Crowder and Elizabeth Crowder, his wife, who are personally known to me or have produced DR. License as identification and did/did not take an oath.



Print Name: Clara Hevia
NOTARY PUBLIC, State of FLORIDA
Serial No:
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF BROWARD)SS:

The foregoing instrument was acknowledged before me this 15 day of Dec 2009, by PATRICK J MANSSELL as EXEC. VICE-PRES. of Coastal States Mortgage Corporation on behalf of the corporation, who is personally known to me or has produced N/A as identification and did/did not take an oath.



Print Name: Clara Hevia
NOTARY PUBLIC, State of Florida
Serial No:
My Commission Expires:



EXHIBIT "A"

Lot 2, according to the Survey of First Sector, The Ridge at Meadowbrook, as recorded in Map Book 14, page 41 A & B, In the Probate Office of Shelby County, Alabama.



20100318000079900 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
03/18/2010 02:27:58 PM FILED/CERT

FKC