


**RECORDATION REQUESTED BY:**

State Farm Bank, F.S.B.  
NMLS Company ID 139716  
One State Farm Plaza  
Bloomington, IL 61710

  
20120320000095930 1/3 \$55.50  
Shelby Cnty Judge of Probate, AL  
03/20/2012 12:22:53 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

JAMES SCOTT DEASON  
SHIRLEY E. DEASON  
3805 HIGHWAY 32  
WILSONVILLE, AL 35186-6063

**RETURN TO:**

DRI Title & Escrow  
13057 W Center Rd Ste #1  
Omaha, NE 68144

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

*DR I*  
*76997271334073*

**THIS MODIFICATION OF MORTGAGE** dated March 5, 2012, is made and executed between **JAMES SCOTT DEASON and SHIRLEY E. DEASON**; 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 March 18, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED IN THE AMOUNT OF \$25,000.00 ON APRIL 7, 2005, IN DOCUMENT NUMBER 20050407000162730.**

**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:

PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SW CORNER OF SAID 1/4 1/4 SECTION AND RUN THENCE NORTHERLY ALONG THE WEST LINE OF THEREOF 189.55 FEET TO A POINT ON THE CENTER LINE OF PUMPKIN SWAMP ROAD FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTHERLY ALONG SAID 1/4 1/4 SECTION LINE 307.85 FEET; THENCE TURN 93 DEG. 26 MIN. RIGHT AND RUN EASTERLY 388.44 FEET; THENCE TURN 85 DEG. 34 MIN. RIGHT AND RUN SOUTHERLY 388.13 FEET TO A POINT ON THE CENTERLINE OF SAID ROAD, SAID CENTERLINE BEING A CURVE WITH A RADIUS OF 443.31 FEET; THENCE TURN RIGHT 99 DEG. 26 MIN. 10 SEC. TO TANGENT, AND RUN NORTHWESTERLY ALONG SAID CENTERLINE AND ALONG THE ARC OF SAID CURVE, AS IT CURVES TO THE RIGHT, FOR A DISTANCE OF 81.80 FEET TO THE END OF SAID CURVE; THENCE CONTINUE NORTHWESTERLY AND ALONG THE CENTERLINE OF SAID ROAD, TANGENT TO SAID CURVE 200.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 272.61 FEET; THENCE RUN WESTERLY ALONG THE CENTERLINE OF SAID ROAD AND ALONG THE ARC OF LAST SAID CURVE 122.12 FEET TO THE POINT OF BEGINNING; 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 3805 HIGHWAY 32, WILSONVILLE, AL 35186-6063. The Real Property tax identification number is 089320000007002.

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

**EXTENDING THE MATURITY DATE TO APRIL 30, 2037.**

**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.

**ADDITIONAL EVENT OF DEFAULT/ACCELERATION.** We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if the property is not owner occupied as your primary residence.

MODIFICATION OF MORTGAGE  
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 5, 2012.

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 *James Scott Deason* (Seal)  
JAMES SCOTT DEASON

X *Shirley E. Deason* (Seal)  
SHIRLEY E. DEASON

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: 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 Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JAMES SCOTT DEASON and SHIRLEY E. DEASON, 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 5th day of March, 2012.  
*Connie Dawson*  
Notary Public

My commission expires

MY COMMISSION  
EXPIRES 9/20/15



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MODIFICATION OF MORTGAGE  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Missouri

)

COUNTY OF St. Louis

) SS

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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 8 day of March, 20 12.

Nicole Baldwin

Notary Public

My commission expires July 25, 2015

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**NICOLE BALDWIN**  
Notary Public - Notary Seal  
STATE OF MISSOURI - St. Louis County  
Comm. # 11149988  
My commission expires July 25, 2015



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