

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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



20140131000028190 1/2 \$66.05
Shelby Cnty Judge of Probate, AL
01/31/2014 01:06:19 PM FILED/CERT

SEND TAX NOTICES TO:

STEVEN K OUSLEY
CHRISTINE OUSLEY
2135 BANEERRY DR
HOOVER, AL 35244

RETURN TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1438380-921514

MODIFICATION OF MORTGAGE

LM

THIS MODIFICATION OF MORTGAGE dated December 12, 2013, is made and executed between **STEVEN K OUSLEY** and **CHRISTINE OUSLEY**; 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 7, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN THE AMOUNT OF \$20,000 ON 04/21/2005, IN INSTRUMENT NUMBER 2005042100090070. MORTGAGE TAX IN THE AMOUNT OF \$62.00 WAS PAID ON 04/21/2005 .

MODIFICATION RECORDED IN THE AMOUNT OF \$30,000 ON 01/11/2007, IN INSTRUMENT NUMBER 20070111000016660. MORTGAGE TAX IN THE AMOUNT OF \$59.00 WAS PAID ON 01/11/2007.

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 THE COUNTY OF SHELBY, AND STATE OF ALABAMA, TO-WIT:

LOT 2715, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTY CLUB, 27TH ADDITION, AS RECORDED IN MAP BOOK 11, PAGE 58 A & B, IN THE PROBATE OFFICE OF 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 2135 BANEERRY DR, HOOVER, AL 35244. The Real Property tax identification number is 117350004059000.

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

PRINCIPAL INCREASE OF \$2,692.40. THE LIEN OF THE MORTGAGE SHALL NOT EXCEED AT ANY ONE TIME \$32,692.40. THE MATURITY DATE WILL BE EXTENDED TO 11/30/2043.

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 endorser 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.

OCCUPANCY (TITLE). By signing this form, we acknowledge that the intent of our loan is to obtain financing which is, or will be, secured by a dwelling that we will use as our principal residence. If we are not already doing so, we will occupy this residence within 60 days after the closing of our loan.

We also recognize that if we do not inhabit the residence as we have agreed to, we may be in default. If that occurs, State Farm Bank, F.S.B. will have the right to recall our loan, and to demand the immediate payment of the full balance due, plus any other expenses incurred in this respect. (FREE TYPE FIELD)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 12, 2013.

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 Steven K. Ousley (Seal)
STEVEN K OUSLEY

x Christine Ousley (Seal)
CHRISTINE OUSLEY

MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

STATE FARM BANK, F.S.B.

X Jane Bentley (Seal)
Authorized Signer Jane Bentley

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This Modification of Mortgage prepared by:

Name: LANA C GREGG, LENDING SPECIALIST
Address: One State Farm Plaza
City, State, ZIP: Bloomington, IL 61710

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **STEVEN K OUSLEY and CHRISTINE OUSLEY, 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 20th day of December, 2013.
Kristen Glass Walthall
Notary Public

My commission expires April 18, 2016

LENDER ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF St. Louis)

PATRICIA D GERSTNER
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 12607888
My Commission Expires November 04, 2016

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jane Bentley whose name as bank 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 bank 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 30 day of Dec, 2013.
Patricia D. Gerstner
Notary Public

My commission expires 4 Nov 16