

RECORDATION REQUESTED BY:

States Resources Corp.
4848 South 131st Street
Omaha, NE 68137-1822

20070511000222670 1/4 \$30.20
Shelby Cnty Judge of Probate, AL
05/11/2007 12:41:36PM FILED/CERT

WHEN RECORDED MAIL TO:

States Resources Corp.
4848 South 131st Street
Omaha, NE 68137-1822

SEND TAX NOTICES TO:

Andrew W. Shoemaker
15 Cliff Road
Childersburg, AL 35044

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

7603718A-78

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 5, 2007, is made and executed between Andrew W. Shoemaker, whose address is 15 Cliff Road, Childersburg, AL 35044 (referred to below as "Grantor") and States Resources Corp., whose address is 4848 South 131st Street, Omaha, NE 68137-1822 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 7, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage dated May 7th, 1999 recorded Office of Judge of Probate on May 17th, 1999 Document No. 1999-20610 in Book 05186D Page 639404.

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

Lot 122, according to the Survey of Greystone Ridge Garden Homes, as recorded in Map Book 16, Page 31, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 1217 Berwick Road, Birmingham, AL 35242.

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

Modification of Maturity; Maturity date has been extended to October 5th, 2007 repayment terms and other terms pursuant to a Change in Terms Agreement of even date, the terms of which are incorporated herein by reference. *See Exhibit A*.

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.

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, 2007.

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 *Andrew W. Shoemaker* (Seal)
Andrew W. Shoemaker

LENDER:

STATES RESOURCES CORP.

X *Blake Vardaman, VP* (Seal)
Authorized Signer
Blake Vardaman, Vice President

This Modification of Mortgage prepared by:

Name: J. William James, Loan Closing Dept.
Address: 4848 South 131st Street
City, State, ZIP: Omaha, NE 68137-1822

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

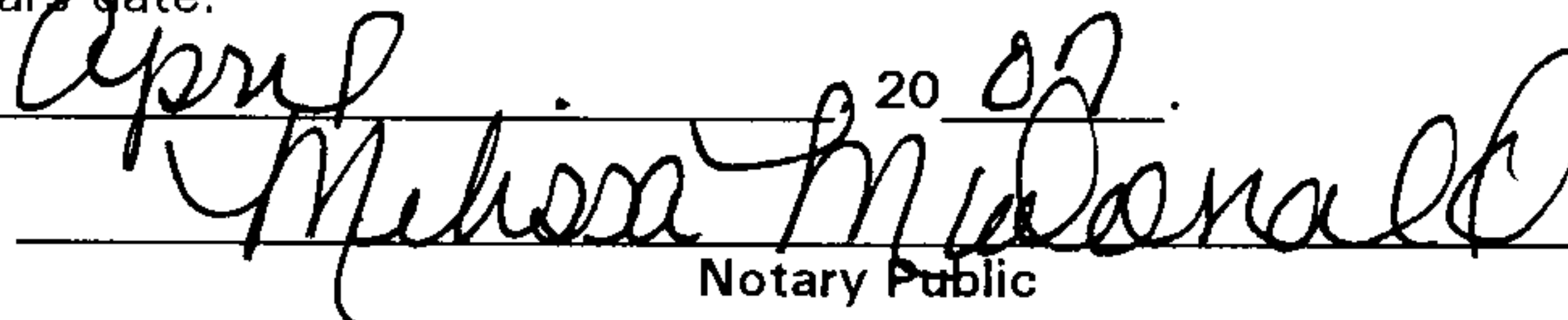
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COUNTY OF Talladega

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Andrew W. Shoemaker**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of April, 2007.
Notary Public

My Commission Expires October 27, 2007

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Nebraska

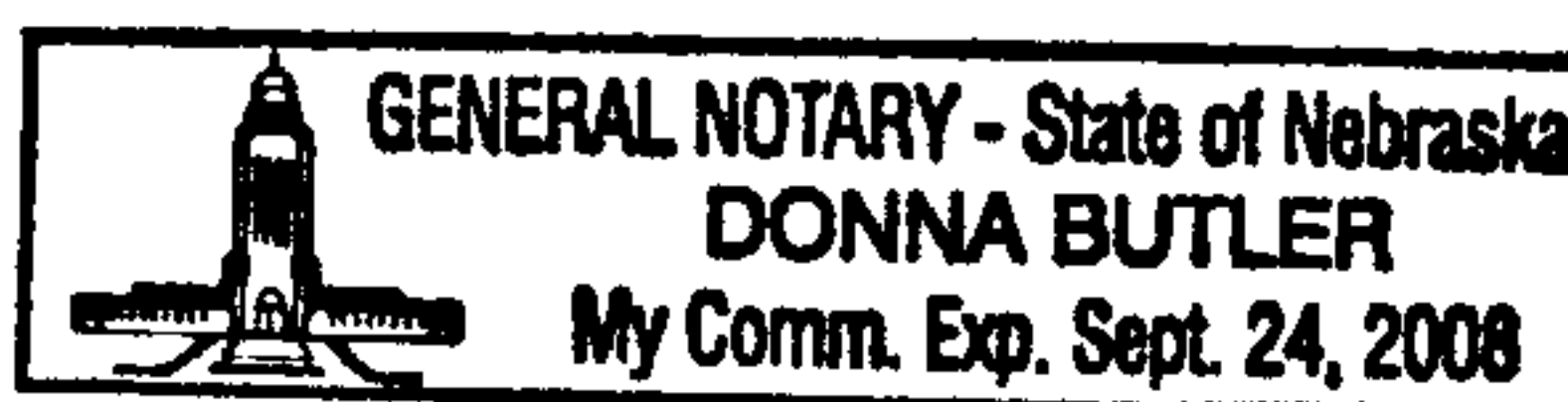
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COUNTY OF Douglas

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Blake Vardaman, Vice President of States Resources Corp.** a corporation, 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 said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12th day of April, 2007.
Notary PublicMy commission expires 9-24-08

CHANGE IN TERMS AGREEMENT

20070511000222670 3/4 \$30.20
Shelby Cnty Judge of Probate, AL
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Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Order	Initials
\$6,743.47	03-05-2007	10-05-2007	7603718A-78	CRE-1		TS	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: Terri Shoemaker DBA: Millennium Wellness
1217 Berwick Road
Birmingham, AL 35242

Lender: States Resources Corp.
4848 South 131st Street
Omaha, NE 68137-1822

Principal Amount: \$6,743.47

Interest Rate: 9.000%

Date of Agreement: March 5, 2007

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note from Terri Shoemaker d/b/a Millennium Wellness to South Trust Bank dated February 18th, 2004 in the amount of \$34,973.47.

DESCRIPTION OF COLLATERAL. Note and Mortgage on the property located 1217 Berwick Road, Birmingham, AL.

DESCRIPTION OF CHANGE IN TERMS. Change in Terms Agreement dated March 5th, 2007 in the amount of \$ 6,743.47; Interest rate 9.00%; Repayable over a period of seven months the first payment of \$993.06 will be due on April 5th, 2007, subsequent payment will be due on the same day of each month after that. The final balance will be due on October 5th, 2007 and will be for all principal, Accrued interest and all other applicable fees and expenses, if any, not yet paid.

PROMISE TO PAY. Terri Shoemaker ("Borrower") promises to pay to States Resources Corp. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Thousand Seven Hundred Forty-three & 47/100 Dollars (\$6,743.47), together with interest at the rate of 9.000% per annum on the unpaid principal balance from March 5, 2007, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 7 payments of \$993.06 each payment. Borrower's first payment is due April 5, 2007, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 5, 2007, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Interest on this loan is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: States Resources Corp., 4848 South 131st Street, Omaha, NE 68137-1822.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30)

Exhibit "A"

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 7603718A-78

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days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance under this Agreement and all accrued unpaid interest shall become immediately due, without notice, declaration or other action by Lender, and then Borrower will pay that amount. Upon the occurrence of any other default described in that paragraph, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Alabama.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Shelby County, State of Alabama.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

COLLATERAL. Borrower acknowledges this Agreement is secured by Note and Mortgage on the property located 1217 Berwick Road, Birmingham, Al.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

WAIVERS AND MODIFICATIONS. This Agreement and all documents relating thereto, including, without limitation, (i) consents, waivers and modifications which may hereafter be executed, and (ii) certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, microcard, miniature photographic or similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

CERT. OF LOAN BALANCE & WAIVER. An exhibit, titled "CERTIFICATION OF LOAN BALANCE AND WAIVER OF CLAIMS," is attached to this Agreement and by this reference is made a part of this Agreement just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Agreement.

PRIOR NOTE. Promissory Note from Terri Shoemaker d/b/a Millennium Wellness to South Trust Bank dated February 18th, 2004 in the amount of \$34,973.47.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.


MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

x  (Seal)
Terri Shoemaker


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