

77-10210241-448

**RECORDATION REQUESTED BY:**

Compass Bank  
Alabama Processing Center  
701 South 32nd Street  
Birmingham, AL 35233



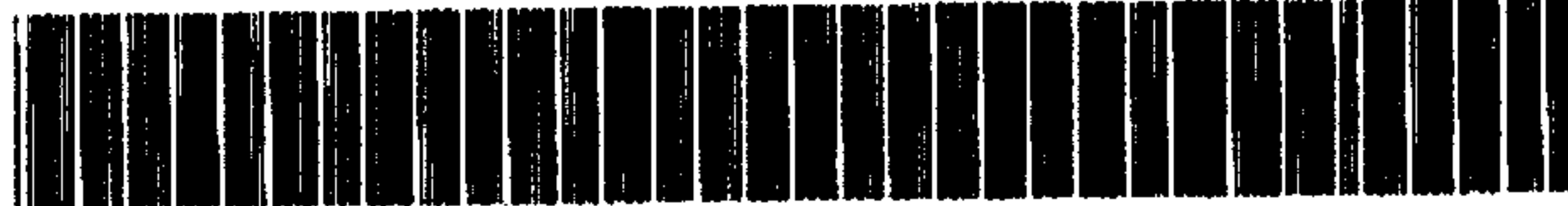
20100820000268690 1/2 \$428.85  
Shelby Cnty Judge of Probate, AL  
08/20/2010 02:07:39 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

Compass Bank  
Alabama Processing Center  
701 South 32nd Street  
Birmingham, AL 35233

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**MODIFICATION OF MORTGAGE**



\*077001021024100000004480AFS0740\*

**THIS MODIFICATION OF MORTGAGE** dated February 10, 2010, Executed   /  /  , is made and executed between Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., whose address is 1813 1st Avenue North, Birmingham, AL 35203 (referred to below as "Grantor") and Compass Bank, whose address is 701 South 32nd Street, Birmingham, AL 35233 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 29, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage recorded September 21, 2007 in the Judge of Probate of Shelby County, 20070921000444830, pages 1-7.

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

Lot 9-42, according to the Map and Survey of Chelsea Park - 9th Sector, as recorded in Map Book 37, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama

The Real Property or its address is commonly known as 208 Lake Chelsea Drive (Lots 9-42 - 9th Sector Chelsea Park), Chelsea, AL 35043.

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

The Mortgage secures the note or credit agreement dated August 29, 2007 from Joint Venture II of Arlington Properties, Inc. and Thornton, Inc. II ("Borrower") to Lender (the "Note"), which is being modified by the Change in Terms Agreement between Borrower and Lender dated the same date as this Modification (the "Change in Terms Agreement"). The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.

The maturity date of the Note is extended to August 10, 2010 as evidenced by the Change in Terms Agreement, with a total indebtedness in the amount of \$275,830.40

**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.

**JURISDICTION.** Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

**ERRORS AND OMISSIONS.** The parties agree that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

**DEFINED TERMS.** Unless otherwise defined in this Modification, all undefined terms shall have the meanings given to them in the Deed of Trust or the Mortgage described above or related loan documents.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 10, 2010, EXECUTED 2/14/10**

**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:**

JOINT VENTURE II OF ARLINGTON PROPERTIES, INC. AND THORNTON, INC.

By:  (Seal)  
Kent Graves, President of Arlington Properties, Inc.

By:  (Seal)  
William L. Thornton, III, President of Thornton, Inc.

MODIFICATION OF MORTGAGE  
(Continued)

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LENDER:

COMPASS BANK

X [Signature] (Seal)  
Authorized Signer



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This Modification of Mortgage prepared by:

Name: J Roden, AI Docs Prep and Funding  
Address: 701 South 32nd Street  
City, State, ZIP: Birmingham, AL 35233

CORPORATE 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 Kent Graeve, President of Arlington Properties, Inc. and William L. Thornton, III, President of Thornton, Inc., a corporation, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14 day of June, 2010  
Karen Sue M. Hamilton  
Notary Public

Karen Sue M. Hamilton, Notary Public  
Alabama State at Large  
My Commission Expires 11-04-2013

LENDER 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 Ben Hendrix whose name as Sr. Vice President of Compass Bank 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 Officer of Compass Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 21st day of June, 2010

My Commission Expires  
February 20, 2013

My commission expires \_\_\_\_\_