



20101130000399910 1/3 \$229.95  
Shelby Cnty Judge of Probate, AL  
11/30/2010 09:50:22 AM FILED/CERT

**WHEN RECORDED MAIL TO:**

State Farm Bank, F.S.B.  
P O Box 5960  
Madison, WI 53705-0960

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated October 24, 2010, is made and executed between AJT1, LLC, whose address is 407 W College Street, Columbiana, AL 35051-0530 (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is 1 State Farm Plaza, Bloomington, IL 61710 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 24, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded and filed in the Probate Office of Shelby County, Alabama on November 5, 2007 as Instrument #20071105000509160.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 407 W College St, Columbiana, AL 35051-0530. The Real Property tax identification number is 21-7-26-2-001-058-005.

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

Extend Maturity Date to October 24, 2013.

Outstanding balance : \$141,300.00

**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.

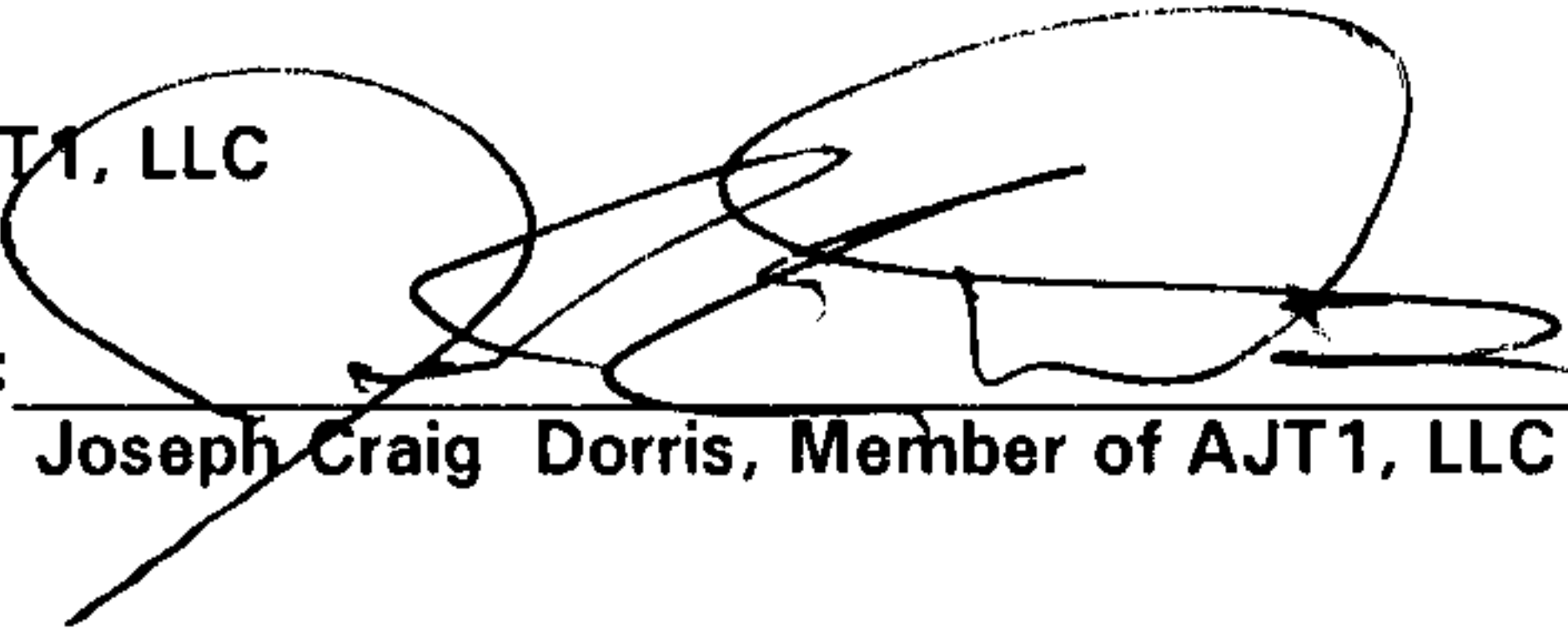
**CROSS COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by an statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 24, 2010.**

**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:**

AJT1, LLC

By:  (Seal)  
Joseph Craig Dorris, Member of AJT1, LLC

By:  (Seal)  
Tonya G. Dorris, Member of AJT1, LLC

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

LENDER:

STATE FARM BANK, F.S.B.

X [Signature] (Seal)  
Kevin Cunningham, Loan Officer

20101130000399910 2/3 \$229.95  
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This Modification of Mortgage prepared by:

Name: Julie A. Miller, Loan Representative  
Address: 1 State Farm Plaza  
City, State, ZIP: Bloomington, IL 61710

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Shelby ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Joseph Craig Dorris, Member of AJT1, LLC and Tonya G. Dorris, Member of AJT1, LLC**, a limited liability company, 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, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 24th day of October, 2010.  
[Signature]  
Notary Public

My commission expires March 6, 2012

LENDER ACKNOWLEDGMENT

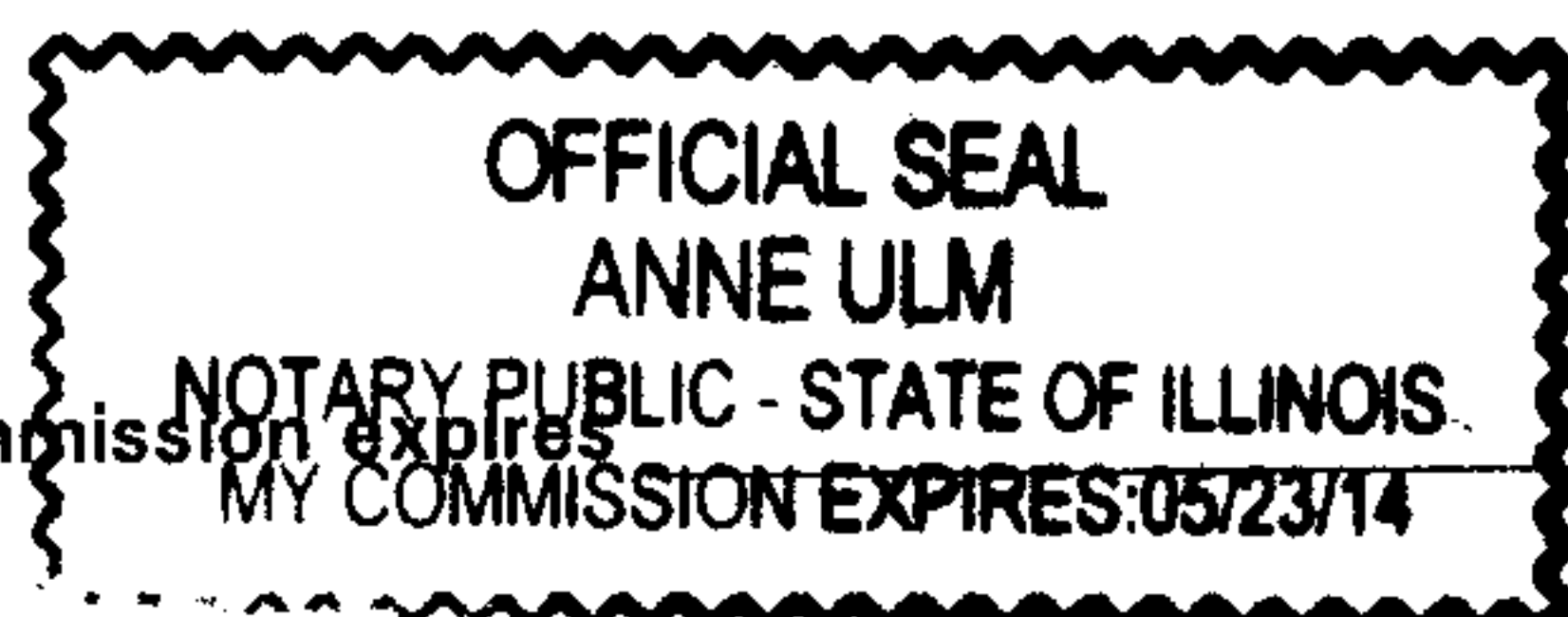
STATE OF ILLINOIS )  
COUNTY OF McLEAN ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Kevin Cunningham** whose name as **Loan 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 **Loan 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 27th day of OCTOBER, 2010.

[Signature]  
Notary Public

My commission expires [Signature]





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## EXHIBIT A

A parcel of land in the East half of the Northwest Quarter of Section 26, Township 21 South, Range 1 West, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 26; thence South 00 degrees 05 minutes 47 seconds West, along the East line of said sixteenth section, a distance of 1236.14 feet to the South right of way of State Highway No 70; thence South 80 degrees 53 minutes 47 seconds West, along said right of way, a distance of 489.86 feet to a ½" rebar, found at the point of beginning; thence South 78 degrees 27 minutes 54 seconds West, along said right of way a distance of 165.03 feet to a ½" rebar found; thence South 07 degrees 22 minutes 33 seconds East passing at 613.34 feet, a ½" rebar with a cap stamped "S. Wheeler RPLS 16165" set for reference, a total distance of 675.24 to the center of Town Creek; thence along the meanders of Town Creek the following courses: South 84 degrees 55 minutes 32 seconds East a distance of 32.47 feet; South 46 degrees 24 minutes 38 seconds East, a distance of 51.09 feet; South 83 degrees 30 minutes 23 seconds East a distance of 50.49 feet; thence North 03 degrees 24 minutes 43 seconds West, passing at 62.18 feet a ½" rebar with cap stamped "S. Wheeler RPLS 16165: set for reference, a total distance of 747.76 feet to the point of beginning. Situated in Shelby County, Alabama.

According to the survey of Sid Wheeler, Registered Professional Land Surveyor No. 16165.