

**AMENDMENT/MODIFICATION OF MORTGAGE
(CLOSED END MORTGAGE)**

THIS AMENDMENT/MODIFICATION OF MORTGAGE, this day made and entered into by and between **FIRST AMERICAN BANK**, an Alabama banking corporation having its principal place of business in Birmingham, Alabama ("Mortgagee") and Carlos L. Orihuela and Ana M. Orihuela, Husband and Wife ("Mortgagor"),

WITNESSETH:

WHEREAS, Mortgagor did execute and deliver on June 26, 2006 a Promissory Note to Mortgagee in the sum of and Twenty Five Thousand and 00/100 Dollars (\$25,000.00) (the "Note"), under the terms of which, Mortgagor promised to pay said sum to Mortgagee, together with interest thereon as provided in the Note, and said indebtedness is secured by that certain mortgage ("Mortgage") from Mortgagor to Mortgagee of the same date and such Mortgage is recorded in Instrument Number 20060802000371250, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the present principal balance of the Note is Twenty One Thousand Six Hundred Eighty Five and 07/100 Dollars (\$21,685.07) and the parties hereto wish to amend/modify the Mortgage by Mortgagee advancing to Mortgagor an additional Five Thousand and 00/100 Dollars (\$5,000.00), so that the amount secured by the Mortgage is now Twenty Six Thousand Six Hundred Eighty Five and 07/100 Dollars (\$26,685.07), and Mortgagee has executed a new Promissory Note ("New Note") reflecting the new amount of the indebtedness secured by the Mortgage, as herein amended and modified, which New Note is a modification of the original Note;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

For and in consideration of the premises, and the mutual covenants and agreements of the parties hereto, Mortgagee and Mortgagor do hereby agree as follows:

1. The New Note, together with interest thereon, and all renewals, extensions and modifications thereof, including future advances now or hereafter owed by Mortgagor, given by Mortgagor to Mortgagee of even date herewith in the principal sum of \$26,685.07 shall be secured by the Mortgage, as herein amended and modified.

2. All of the terms and provisions of the Mortgage, except those terms as herein expressly modified by the terms herein, shall be and remain in full force and effect as if the sum of \$26,685.07 now evidenced and secured thereby had been the original amount evidenced and secured thereby. Likewise, nothing contained herein shall in any wise alter, affect or impair any rights, powers or remedies granted to Mortgagee by Mortgagor under the

terms of the Mortgage.

3. This Amendment/Modification shall be binding upon and inure for the benefit of the respective successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, First American Bank has caused this Amendment/Modification to be executed in its name and for and on its behalf by Debra Parrott, its Vice President, who is duly authorized thereunto, and Borrower has executed this Amendment/Modification, all on this the 11th day of April, 2008.

FIRST AMERICAN BANK,
An Alabama Banking Corporation

BY: 

Debra Parrott
Its: Vice President

BY: 

Carlos L. Orihuela

BY: 

Ana M. Orihuela

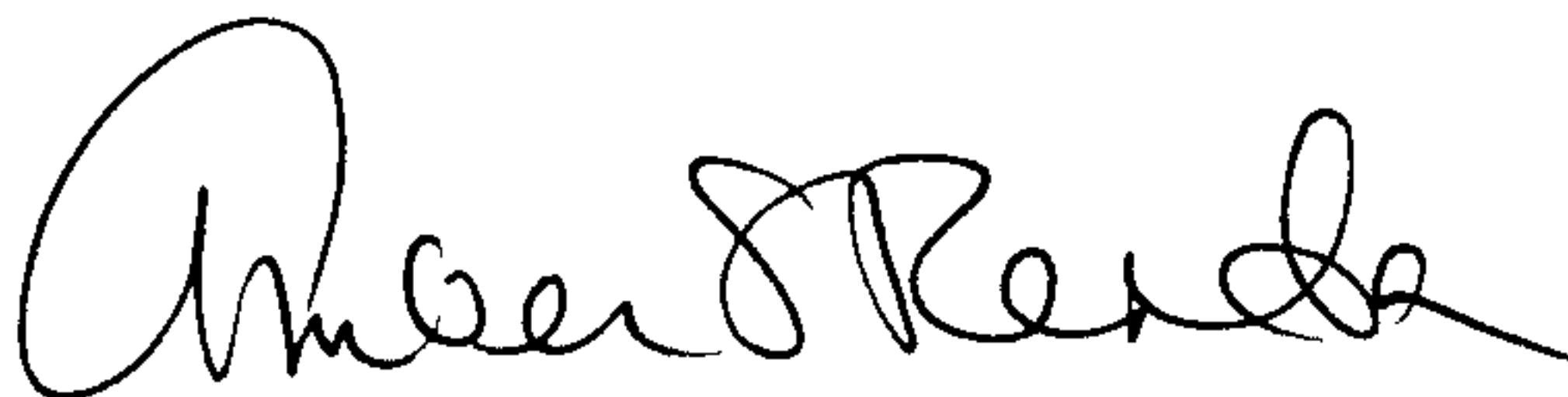
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Debra Parrott, whose name as Vice President of First American Bank, an Alabama banking corporation, is signed to the foregoing Amendment/Modification, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Amendment/Modification, she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

GIVEN under by hand and official seal this 11th day of April, 2008.

NOTARY PUBLIC



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 12, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF SHELBY)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Carlos L. Orihuela and Ana M. Orihuela, whose names are signed to the foregoing Amendment/Modification, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Amendment/Modification, they executed the same voluntarily on the day the same bears date.

GIVEN under by hand and official seal this 11th day of April, 2008.

Prepared by: Carolyn Wardlaw
1927 First Avenue North
Birmingham, Al 35203

BL/HCS 10/00

NOTARY PUBLIC



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 13, 2009
BONDED PER NOTARY PUBLIC UNDERWRITERS