20061211000598280 1/3 $62.00
Shelby Cnty Judge of Probate,AL
12/11/2006 10:44:46AM FILED/CERT

STATE OF ALABAMA )
COUNTY OF SHELBY )

**#20967182**

# 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 Joanne W Cain, an unmarried woman ("Mortgagor"),

WITNESSETH:

WHEREAS, Mortgagor did execute and deliver on August 2, 2006 a Promissory Note to Mortgagee in the sum of Twenty Five Thousand and N0/100 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 Document #20060901000432720 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the present principal balance of the Note is Twenty Four Thousand Eight Hundred Thirty Eight Dollars and 68/100 ($24,838.68) and the parties hereto wish to amend/modify the Mortgage by Mortgagee advancing to Mortgagor an additional Thirty Thousand and N0/100 Dollars ($30,000.00) , so that the amount secured by the Mortgage is now Fifty Four Thousand Eight Hundred Thirty Eight Dollars and 68/100 ($54,838.68), 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 $54,838.68 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 $54,838.68 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 Bill Black, its Branch Manager, who is duly authorized thereunto, and Borrower has executed this Amendment/Modification, all on this the 31st day of October, 2006.

FIRST AMERICAN BANK,
An Alabama Banking Corporation

BY: _____
Bill Black
Its: Branch Manager

_____
By: Joanne W Cain

STATE OF ALABAMA )
)
COUNTY OF SHELBY )

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I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Bill Black, whose name as Branch Manager 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, he, 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 31st day of October, 2006.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 28, 2007
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, Joanne W Cain whose name(s) 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 31st day of October, 2006.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 28, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Prepared by: Seddrick Williams
1927 First Avenue North
Birmingham, Al 35203

BL/HCS 10/00

20061211000598280 3/3 $62.00
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# Rider to Mortgage - Arbitration

Mortgagor (herein "Borrower") represents to Mortgagee (herein "Lender") that its business and affairs constitute substantial interstate commerce and that it contemplates using the proceeds of the Note in substantial interstate commerce. Except as otherwise specifically set forth below, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between or among lender, borrower or any other Obligor, including without limitation any claim based on or arising from an alleged tort, shall be resolved by arbitration as set forth below. As used herein, Disputes shall include all actions, disputes, claims, counterclaims or alleged controversies arising in connection with the loan, any extensions of or commitment to extend credit by the Lender, any collection of any indebtedness owed to the Lender, any security or collateral given to the Lender, any action taken (or any omission to take any action) in connection with any of the foregoing, any past, present or future agreement between or among the Lender, the Borrower or an other Obligor (including without limitation this Agreement, the Note and the Mortgage, any past, present or future transactions between or among the Lender, the Borrower or any other Obligor. Without limiting the generality of the foregoing, Disputes shall include actions commonly referred to a lender liability actions. All Disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to this Note shall be deemed the commencement of an action for such purposes. Notwithstanding the foregoing, the Borrower and each other Obligor agrees that the Lender shall have the option, but not the obligation, to submit to and pursue in a court of law any claim against the Borrower or any other Obligor for a debt due. The Borrower and each other Obligor agrees that, if the Lender pursues such a claim in a court of law, (i) failure of the Lender to assert any additional claim in such proceeding shall not be deemed a waiver of, or estoppel to pursue, such claim as a claim or counterclaim in arbitration as set forth above, and (ii) the institution or maintenance of a judicial action hereunder shall not constitute a waiver of the right of any party to submit any other action, dispute, claim or controversy as described above, even though arising out of the same transaction or occurrence, to binding arbitration as set forth herein. If the Borrower asserts a claim against the Lender in arbitration or otherwise during the pendency of a claim brought by the Lender in a court of law, the court action shall be stayed and the parties shall submit to arbitration all claims. No provision of, nor the exercise of any rights under this paragraph, shall limit the right of an party (i) to foreclose against any real or personal property collateral by exercise of any rights of foreclosure or of sale under applicable law, (ii) to exercise self-help remedies such as set-off, or (iii) to obtain provisional or ancillary remedies such as injunctive relief, attachment or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration or referral. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party including the plaintiff in such an action, to submit the Dispute to arbitration or, in the case of actions on a debt, to judicial resolution. Whenever an arbitration is required hereunder, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of the Lender and Obligor shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated shall select a third arbitrator from the eight remaining potential arbitrators. The panel of three (3) arbitrators shall determine the resolution of the Dispute.

Joanne W. Cain _____ (SEAL)
JOANNE W CAIN

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)