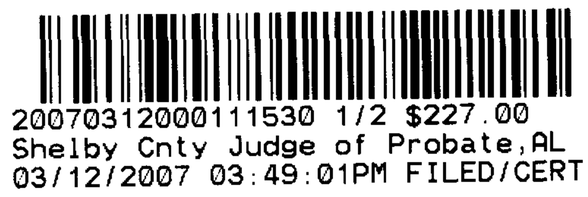
AMENDMENT/MODIFICATION OF MORTGAGE
(Future Advance)

STATE OF ALABAMA)
)
COUNTY OF SHELBY)


20070312000111530 1/2 $227.00
Shelby Cnty Judge of Probate,AL
03/12/2007 03:49:01PM FILED/CERT

#71011583

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 (herein First American) and Patrick J David and Ashley C David, Husband and Wife (herein Borrower),

WITNESSETH:

WHEREAS, Borrower did execute and deliver on March 26, 2002 a promissory note (herein Note) to First American in the Principal sum of Fifty Eight Thousand and No/100 Dollars ($58,000.00), under the terms of which Borrower promised to pay said sum to First American, together with interest thereon as provided in the Note, and said indebtedness was secured by that certain mortgage (herein Mortgage) from borrower to First American of same date and such Mortgage being of record in Instrument #2002-15697, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the parties hereto wish to amend/modify the Mortgage by increasing the Amount of the Mortgage to Two Hundred Thousand and No/100 Dollars ($200,000.00), and Borrower 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, First American and Borrower 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 Borrower, given by Borrower to First American of even date herewith in the principal sum of $200,000.00 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 $200,000.00 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 First American By borrower 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.

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IN WITNESS WHEREOF, First American Bank has caused this Amendment/Modification to be executed in its name and for and on its behalf by Daniel Sims, its Senior Vice President, who is duly authorized thereunto, and Borrower has executed this Amendment/Modification, all on this the 21st day of February, 2007.

FIRST AMERICAN BANK,
An Alabama Banking Corporation

BY: _____
Daniel Sims, Senior Vice President

BORROWER:

_____
Patrick J David

_____
Ashley C David

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Daniel Sims, whose name as Senior 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, 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 21st day of February, 2007

NOTARY PUBLIC
11/1/09

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patrick J David and Ashley C David, 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 21st day of February, 2007.

NOTARY PUBLIC
11/1/09

BL/HCS 9/00

This instrument prepared by: Trish Williams
1927 First Avenue N
Birmingham, AL 35203