

This Loan Modification Agreement is being re-recorded to include Lender's signature and Notary Acknowledgment of same.

20070924000446470 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
09/24/2007 09:38:21AM FILED/CERT

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20080714000284530 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
07/14/2008 03:10:45PM FILED/CERT

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12th day of September, 2007, between Patrick R. Tombrello ("Borrower") and AuburnBank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated July 25, 2007 and recorded in Book or Liber 20070806000364780, at page(s) _____, of the _____ County _____ Records of _____, [Name of Records]
Shelby County, Alabama and (2) the Note, bearing the same date as, and secured by, the [County and State, or other Jurisdiction]
Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

5209 Crossings Parkway, Birmingham, Alabama 35242,

[Property Address]

the real property described being set forth as follows:

Lot 460, according to the Survey of Caldwell Crossings Fourth Sector Phase Two, as recorded in Map Book 36, Page 149, in the Probate Office of Shelby County, Alabama.

Subject to: all easements, restrictions and rights of way of record.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of September 12, 2007, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 342,228.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.625%, from September 12, 2007. Borrower promises to make monthly payments. The payment will be for interest only for the first 120 months, then will consist of principal and interest. My monthly payment will be in the amount of U.S. \$ 1,889.38 for the first 120 months of this note, and thereafter will be in the amount of U.S. \$ 2,576.81. I will make monthly payments on the first day of the month beginning on the first day of November, 2007 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.625 will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on August 1, 2037 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

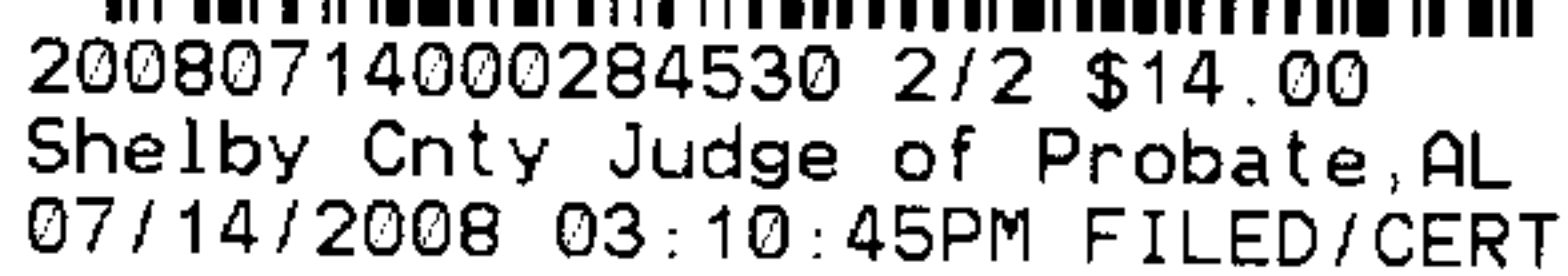
Borrower agrees to the terms and provisions of Exhibit "A" attached hereto and incorporated herein by reference, entitled "NOTE".

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and



(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

Auburn Bank (Seal)
-Lender

 (Seal)
Patrick R. Tombrello -Borrower

By: Julia McReigh

(Seal)
-Borrower

_____ [Space Below This Line For Acknowledgments]

STATE OF ALABAMA
COUNTY OF ~~LEE~~ JEFFERSON

I, the undersigned authority, a Notary Public in and for State at Large, hereby certify that Patrick R. Tombrello a single man, whose name is signed the foregoing conveyance, who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 12th day of September, 2007.

NOTARY PUBLIC
William H. Halbrooks
My Commission Expires

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for State at Large, hereby certify that Julia McCreight, whose name as Vice President, respectively, of AUBURNBANK is signed the foregoing conveyance, who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, 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 seal of office this the 12th day of September, 2007.

Veronica Miller
NOTARY PUBLIC

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 27, 2013
BONDED THRU NOTARY PUBLIC**