

30-45  
25  
2/3

20031216000809100 Pg 1/3 39.50  
Shelby Cnty Judge of Probate, AL  
12/16/2003 15:27:00 FILED/CERTIFIED

10/28

**WHEN RECORDED MAIL TO:**



Record and Return to:  
Integrated Loan Services  
600-A N John Rodes Blvd.  
Melbourne, FL 32934

ESLAMI, MARIANNE C

20032931522510  
432713000035686

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MLS #39.5

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated October 24, 2003, is made and executed between **MARIANN ESLAMI, A/K/A MARIANNE C ESLAMI**, whose address is **965 RIVERCHASE PKY W, BIRMINGHAM, AL 35244** and **SHAHROKH ESLAMI**, whose address is **965 RIVERCHASE PKY W, BIRMINGHAM, AL 35244**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **1304 Tomahawk Road, Birmingham, AL 35214** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 28, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON 04-25-2003 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20030425000254110, MODIFIED ON 07-24-2003, RECORDED ON 08-06-2003 IN INSTRUMENT NUMBER 20030806000511750.**

**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 **965 RIVERCHASE PKY W, BIRMINGHAM, AL 35244.**

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

**The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$30,000.00 to \$45,000.00.**

**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 endorsers 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.

**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, 2003.**

**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:**

x Marianne C. ESLAMI (Seal)  
MARIANN ESLAMI, Individually

x Shahrokh ESLAMI (Seal)  
SHAHROKH ESLAMI, Individually

**LENDER:**

x Donald S. Neal (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: ALISHA N. ANGUS  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MARIANN ESLAMI and SHAHROKH ESLAMI, husband and wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of October, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jul 21, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Deborah S. Neal  
Notary Public

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Deborah S. Neal a corporation, 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 said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24th day of October, 2003.

Jerome D. Mart  
Notary Public

My commission expires MY COMMISSION EXPIRES NOVEMBER 11, 2004

## **SCHEDULE "A"**

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF  
SHELBY AND STATE OF ALABAMA, TO-WIT:**

**LOT 22, ACCORDING TO THE MAP OF RIVERCHASE COUNTRY CLUB, FIRST  
ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 115, IN THE OFFICE OF THE  
JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: BOOK 1995 PAGE 36171**

**KNOWN 965 RIVERCHASE PKY W**

**PARCEL: 11-7-26-0-001-065.000**