

WHEN RECORDED MAIL TO:

AmSouth Rank BARGHIS, TALEB

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

10051221941020

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 9, 2005, is made and executed between TALEB BARGHIS, whose address is 1604 WINGFIELD DR, BIRMINGHAM, AL 35242 and ZAHRA REZAJOU a/k/a ZAHRA BARGHIS a/k/a ZAHRA REZAJOU BARGHIS, whose address is 1604 WINGFIELD DR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 4, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED AUGUST 18 2003, SHELBY COUNTY ALABAMA, INSTR #20030818000544080 MODIFIED MAY 9 2005.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See SCHEDULE 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 1604 WINGFIELD DR, BIRMINGHAM, AL 35242.

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 \$70,000.00 to \$90,000.00.

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 hor 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 MAY 9, 2005.

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:

(Seal) TALEB BARGHIS

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Address:

City, State, ZIP:

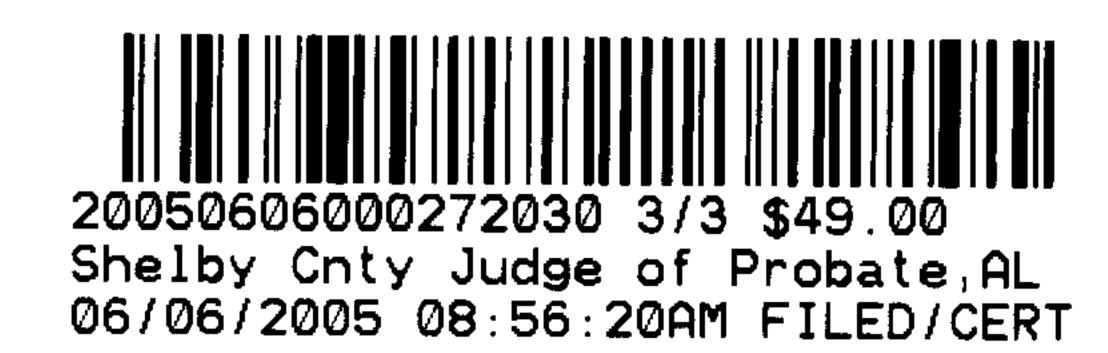
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MODIFICATION OF MORTGAGE (Continued)

20050606000272030 2/3 \$49.00 Shelby Cnty Judge of Probate, AL 06/06/2005 08:56:20AM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF algebras of	
COUNTY OF JUHUSEN	
I, the undersigned authority, a Notary Public in and for said county in sa husband and wife, whose names are signed to the foregoing instrument, being informed of the contents of said Modification, they executed the san	and who are known to me, acknowledged before me on this day that,
Given under my hand and official seal this $oldsymbol{O}$ day of	May , 20 05.
	Notary Public
My commission expires 41906	Traci 12 Smith
LENDER ACKNO	WLEDGMENT
	WLEDGMENT
LENDER ACKNO STATE OF AlAbama	WLEDGMENT
STATE OF Alabama	
STATE OF Alabama	
STATE OF Alabama	
STATE OF Alabama) COUNTY OF Selection) I, the undersigned authority, a Notary Public in and for said county in said selection.	state, hereby certify that Traci R. Sm. He
STATE OF Alabama) COUNTY OF Selection) I, the undersigned authority, a Notary Public in and for said county in said selection.	state, hereby certify that s signed to the foregoing Modification and who is known to me, of said Modification of Mortgage, he or she, as such officer and with
STATE OF Alabama) COUNTY OF Sefection) I, the undersigned authority, a Notary Public in and for said county in said a corporation, is acknowledged before me on this day that, being informed of the contents	state, hereby certify that s signed to the foregoing Modification and who is known to me, of said Modification of Mortgage, he or she, as such officer and with oration.
STATE OF Alabama) COUNTY OF Security (a Notary Public in and for said county in said a corporation, if acknowledged before me on this day that, being informed of the contents full authority, executed the same voluntarily for and as the act of said corporation.	state, hereby certify that s signed to the foregoing Modification and who is known to me, of said Modification of Mortgage, he or she, as such officer and with oration.
STATE OF Alabama SS	state, hereby certify that s signed to the foregoing Modification and who is known to me, of said Modification of Mortgage, he or she, as such officer and with oration.
STATE OF Alabama) COUNTY OF Section) I, the undersigned authority, a Notary Public in and for said county in said a corporation, i acknowledged before me on this day that, being informed of the contents full authority, executed the same voluntarily for and as the act of said corporation in the contents full authority, executed the same voluntarily for and as the act of said corporation in the contents full authority, executed the same voluntarily for and as the act of said corporation.	state, hereby certify that s signed to the foregoing Modification and who is known to me, of said Modification of Mortgage, he or she, as such officer and with oration. May 20 Character Adamses Adamses Adamses



SCHEDULE "A"

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

LOT 824, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AS EDDLEMAN COMMUNITY, 8TH SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 16, PAGE 96 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN:

1604 WINGFIELD DRIVE

PARCEL:

039290002001024