STATE OF ALABAMA)
SHELBY COUNTY)

20051024000551040 1/3 $392.00
Shelby Cnty Judge of Probate, AL
10/24/2005 10:55:49AM FILED/CERT

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 14th day of September, 2005, on behalf of Nasrollah Eslami and spouse, Mahmonir Mary Mostaghimi (hereinafter called the "Mortgagor") and First American Bank, an Alabama Banking Corporation (the "Lender").

RECITALS

By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #20050628000318410 to secure indebtedness in the original principal amount of $200,000.00 (the "Mortgage") the Mortgagor granted a mortgage to the Lender on real property described as:

LOT 5, ACCORDING TO THE SURVEY OF SOUTHLAKE, A RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 85 A, B & C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

A. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. Nasrollah Eslami and Mahmonir Mary Mostaghimi (hereinafter called "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Four Hundred Fifty Thousand Dollars and no/100-----($450,000.00) (the "Credit Limit") under a certain open-end line of credit established by the lender for Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, date September 14, 2005 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and re borrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

2. Paragraph C. of the Mortgage is hereby modified to read:

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C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under Sections 40-22-2 (1) b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed $.15 for each $100, or fraction thereof, of the Credit Limit of $450,000.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

3. Except as modified herein, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and years first above written.

BY: ______________________
Nasrollah Eslami

BY: ______________________
Mahmonir Mary Mostaghimi

FIRST AMERICAN BANK

BY: ______________________
ITS: Vice President

THIS AMENDMENT SECURES ADDITIONAL INDEBTEDNESS OF $250,000.00.

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STATE OF ALABAMA)
COUNTY OF)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Nasrollah Eslami, Mahmonir Mary Mostaghimi whose names are signed to the foregoing instrument, and who are known to me, acknowledged before on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 14 day of September, 2005.

C. White Weber III
NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 2, 2009

STATE OF ALABAMA)
COUNTY OF)

I, the undersigned authority, in and for said county in said state, hereby certify that Bette Royal whose name as Vice President of First American Bank, an Alabama Banking Corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer, and with full authority, executed the same voluntarily for as the act of said banking association.

Given under my hand and official seal this 14 day of September, 2005.

C. White Weber III
NOTARY PUBLIC

AFFIX SEAL

My commission Expires: MY COMMISSION EXPIRES SEPTEMBER 2, 2009

THIS INSTRUMENT PREPARED BY:
Carol J. Burt
First American Bank
P.O. Box 10686
Birmingham, Alabama 35202-0686