

## WHEN RECORDED MAIL TO:



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20053051510190

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## STOMMONICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 8, 2005, is made and executed between BAHRAM REGIMAND, whose address is 3521 CHESHIRE DR, BIRMINGHMA, AL 35242; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 13, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 05-21-02 INTSTRUMENT NUMBER 20020521000240470 MOD RECORDED IN SHELBY COUNTY AL RECORDED DATE 10-21-02 INSTRUMENT NUMBER 20021021000516920 MOD 11-08-05.

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 3521 CHESHIRE DR, BIRMINGHMA, 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 \$54,150 to \$82,000.

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 NOVEMBER 8, 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!

LENDER:

AMSOUTH BANK

Authorized \$igner

(Seal)

(Seal)

This Modification of Mortgage prepared by:

REGIMAND

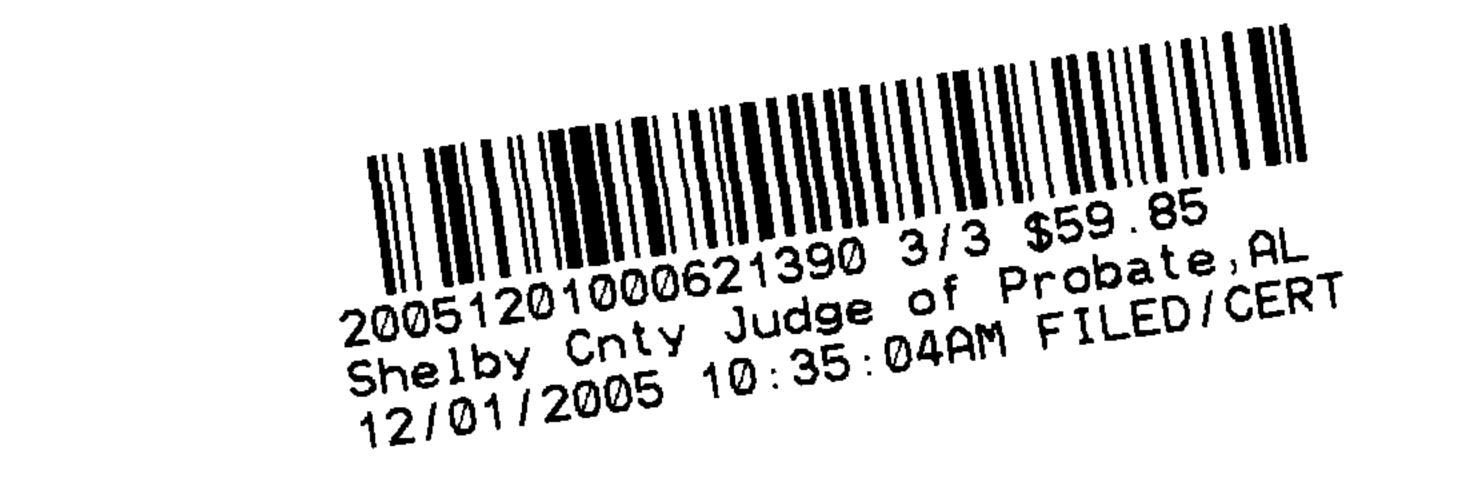
Name: SHEILA PARKER Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALL COUNTY OF Ship Chy	20051201000621390 2/3 \$59.85 Shelby Cnty Judge of Probate, AL
	12/01/2005 10:35:04AM FILED/CERT
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BAHRAM REGIMAND, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.	
Given under my hand and official seal this da	ay of Mulamber, 2005.
	Atain Man Atani
<sup>4</sup> V CORREGIONI EVDIDEC LANGARY 47 0000	Notary Public
TY COMMISSION EXPIRES JANUARY 17, 2008  My commission expires	
LENDER ACKNOWLEDGMENT	
A John Marin Lander	
STATE OF ALAMAE	
	) SS
COUNTY OF SALLO	)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that	
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 da	ay of 110 dember 2005.
	Notary Public
LUIMMISSIUN EXPIRES JANUARY 17, 20	Notary Public
My commission expires	

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## SCHEDULE "A"

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

LOT 71, ACCORDING TO THE SURVEY OF MEADOWBROOK, FIFTH SECTOR – FIRST PHASE, AS RECORDED IN MAP BOOK 8, PAGE 109, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 3521 CHESHIRE DR

PARCEL: 101010001057065