20061129000580060 1/3 \$135.50 Shelby Cnty Judge of Probate, AL 11/29/2006 03:41:21PM FILED/CERT

#### WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600A N.JohnRodes Blvd

TAHMASEB, AZIZ B

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1200044333

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 13, 2006, is made and executed between AZIZ B TAHMASEB, whose address is 297 FOREST PKWY, ALABASTER, AL 350077726 and ULLA R TAHMASEB, whose address is 297 FOREST PKWY, ALABASTER, AL 350077726; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07-31-2003 IN SHELBY COUNTY INST # 20030731000493610

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 297 FOREST PKWY, ALABASTER, AL 350070000.

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 \$31000 to \$110000.

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 13, 2006.

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:

AZIZ BATAHMASEB

IIII A R TAHMASER

LENDER:

Authorized Signer

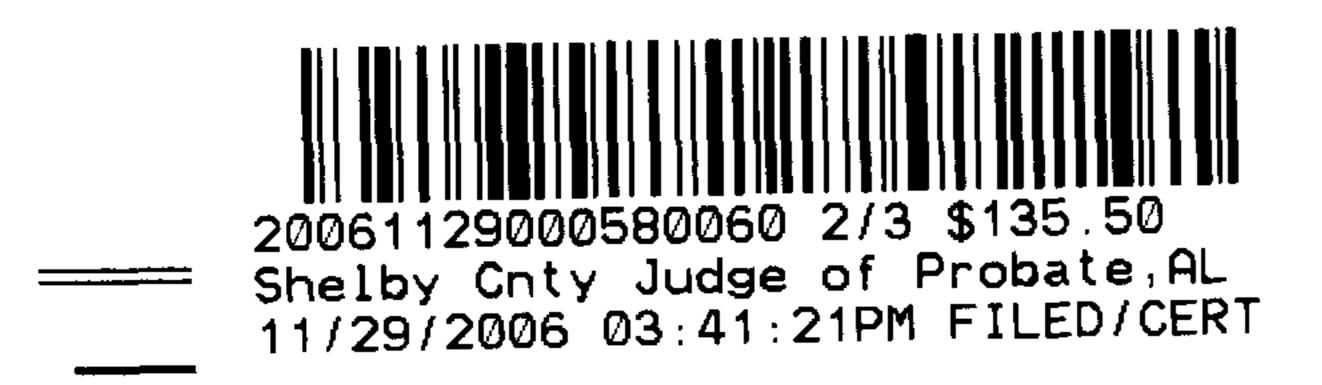
REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: Connie Stoves

(Seal)

Address: P.O. BOX 830721 City, State, ZIP: BIRMINGHAM, AL 35283



# MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

| STATE OF WWW STATE OF WWW.   |   |
|--|---|
|  | ) SS  |
| COUNTY OF Shelly   | )   |
| this day that, being informed of the contents of said Modification, the Given under my hand and official seal this | regoing instrument, and who are known to me, acknowledged before me on  |
| My commission expires 4-17-2010  |   |
| Wiy Commission expires 1 1 - Con   |   |
|  |   |
| LENDER ACKNOWLEDGMENT  |   |
| $\Omega \wedge \Delta = \Delta \cap \Delta \cap \Delta$  |   |
| STATE OF ALADAMA   | }   |
|  | ) SS  |
| COUNTY OF Should   |   |
| $oldsymbol{V}$   | $\boldsymbol{\Omega} = \boldsymbol{C}^* - \boldsymbol{\Omega} + \boldsymbol{\Omega} $ |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that            |   |
|  |   |

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-298281 PR-122



G3209226

### SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 82, ACCORDING TO THE SURVEY OF PARK FOREST SECTOR 7, PHASE 1, AS RECORDED IN MAP BOOK 19 PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 297 FOREST PKWY

PARCEL: 23-8-27-0-000-002-051

.