

20070206000054270 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
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LOAN MODIFICATION AGREEMENT

Loan No. 3030116697
"Borrower", whether one or more:
Saleem I Naviwala

Mail Address:
113 Southledge
Birmingham, AL 35242

This **LOAN MODIFICATION AGREEMENT** ("Agreement"), dated as December 20, 2006 between the Borrower and **AMSOUTH BANK** ("Lender"), amends and supplements: (1) the MORTGAGE (the "Security Instrument"), dated August 27, 2004, and recorded September 3, 2004, Instrument 20040903000494350 in the Office of Official Records of Shelby County, AL; and (2) the ADJUSTABLE RATE NOTE (the "Note") bearing the same date as, and secured by, the Security Instrument, which Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 113 Southledge, Birmingham, AL 35242. See attached EXHIBIT A for the legal description of the Property.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. As of February 1, 2007, the principal amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is US \$83,252.29 consisting of the amount(s) loaned to the Borrower by the Lender, and any interest capitalized to date, and all principal reductions.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.00%, from the date of disbursement of the proceeds of the Note, through and including, September 1, 2009, the first "Change Date" under the terms of the Note, and thereafter at the annual adjustable interest rate determined in accordance with Paragraph 4 of the Note. **The Borrower promises to make monthly payments of principal and interest of US \$463.42, beginning on February 1, 2007 and continuing monthly thereafter on the first day of each month until the first "Change Date"**.
3. If on September 1, 2034 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Loan Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8924 or at such other place as the Lender may require.



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4. The Borrower also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, including without limitation the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part, of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof.

BORROWER:
Saleem I. Naviwala
Saleem I Naviwala

WITNESSES:
[Signature]
Print Name: Leek Banks

[Signature]
Print Name: Brad Hayes

Borrower's Notarial Certificate of Acknowledgment:

STATE OF Alabama, COUNTY OF Shelby, ss:

~~7~~ The foregoing instrument was acknowledged before me on this 2nd day of January, 2006 by Saleem I Naviwala, who is personally known to me or who has produced Driver license as identification and who did take an oath.

My commission Expires:
10/28/2009

[Signature]
Notary Public

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LENDER:
AMSOUTH BANK

Attest:

By: Glenda Jones
Its Mortgage Banking Officer

By: Leonora Robinson
Its Assistant Vice President

Lender's Notarial Certificate of Acknowledgment:

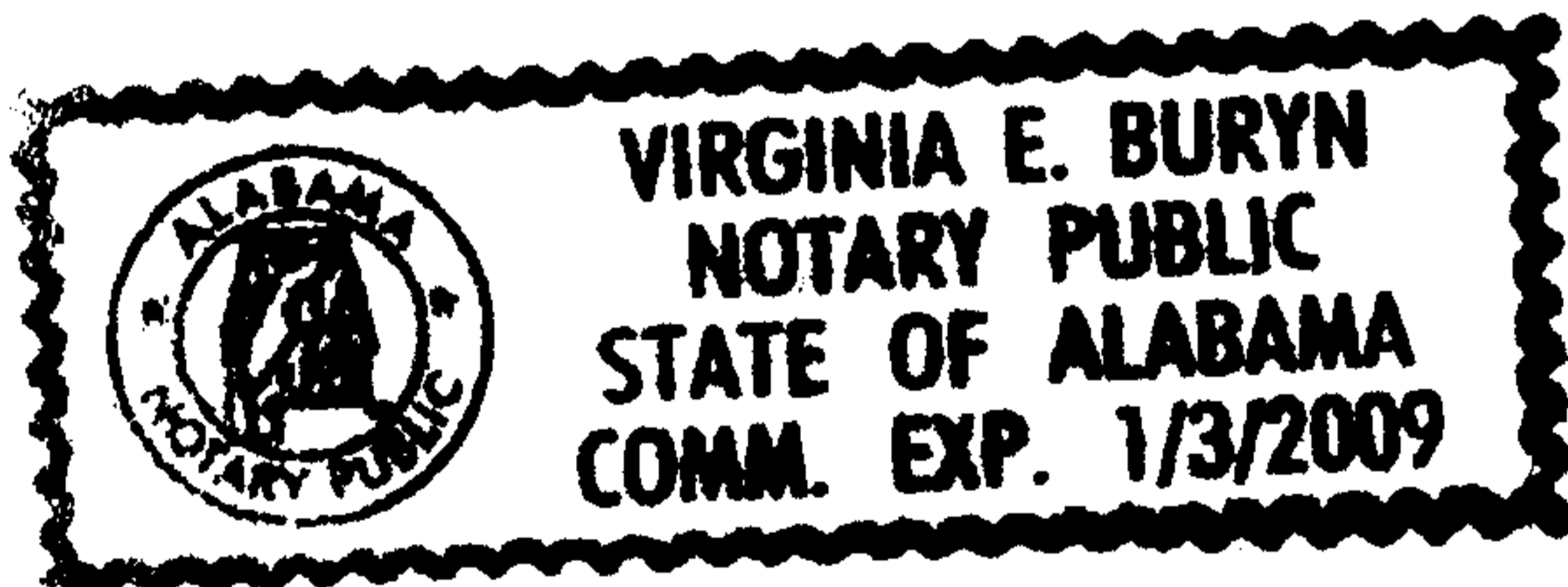
STATE OF ALABAMA)
)ss.
COUNTY OF SHELBY)

I, VIRGINIA E BURYN, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Leonora Robinson and Glenda Jones, personally known to me to be Assistant Vice President and Mortgage Banking Officer of **AMSOUTH BANK**, an Alabama corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Assistant Vice President and Mortgage Banking Officer and by authority granted to them by the Board of Directors of said Corporation, they signed and delivered the said instrument of writing as Assistant Vice President and Mortgage Banking Officer of said Corporation, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of JANUARY, 2007.

(Impress official seal here)

Virginia E Buryn
Notary Public



This instrument prepared by, and after recording, return to: Brenda Tan
AMSOUTH BANK
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8924
Attention: Brenda Tan
Phone: 1-800-333-4471 Extension 7665



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EXHIBIT A

Lot 1804, according to the Map of Highland Lakes, 18th Sector, Phase 1, an Eddleman Community, as recorded in Map Book 26, Page 130, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. # 1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 18th Sector, Phase 1, as recorded as Instrument No. 2000-15021 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as "Declaration").