

20081023000416090 1/3 \$212.00
Shelby Cnty Judge of Probate, AL
10/23/2008 03:13:25PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS MODIFICATION OF MORTGAGE dated October 20, 2008, is made and executed between Moiz Fouladbakhsh, whose address is 2057 Valleydale Road, Suite 200, Birmingham, AL 35244 (referred to below as "Grantor") and RBC Bank (USA), whose address is Lending Service Center, P.O. Box 1220, Rocky Mount, NC 27802 (referred to below as "Lender").

Mortgage recorded December 20, 2005 at 2:41 p.m., in the Probate Office of Shelby County, Alabama, as instrument #20051220000656080.

See Attached Exhibit, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

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 endorser 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 OCTOBER 20, 2008.

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.

X M. Fouladbakhsh (Seal)

RBC BANK (USA)

X N. Nub _____ (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

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This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:


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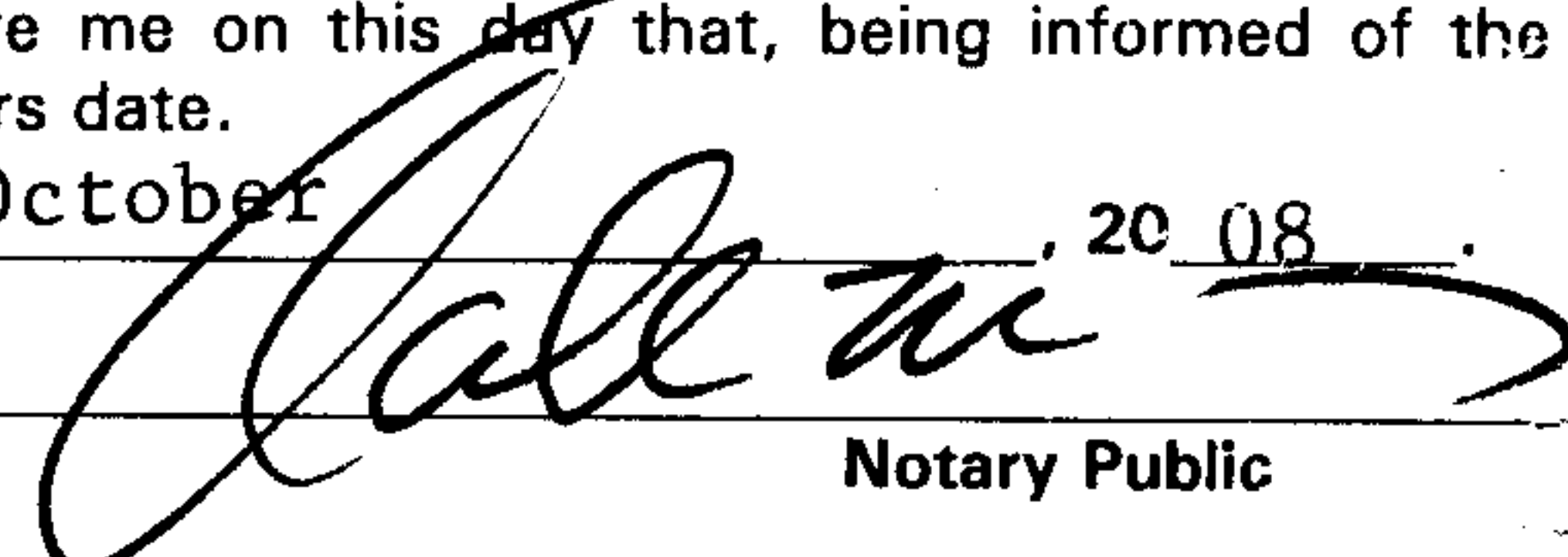
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Moiz Fouladbakhsh**, 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 20th day of October, 2008.

My commission expires 12/28/2011


Notary Public

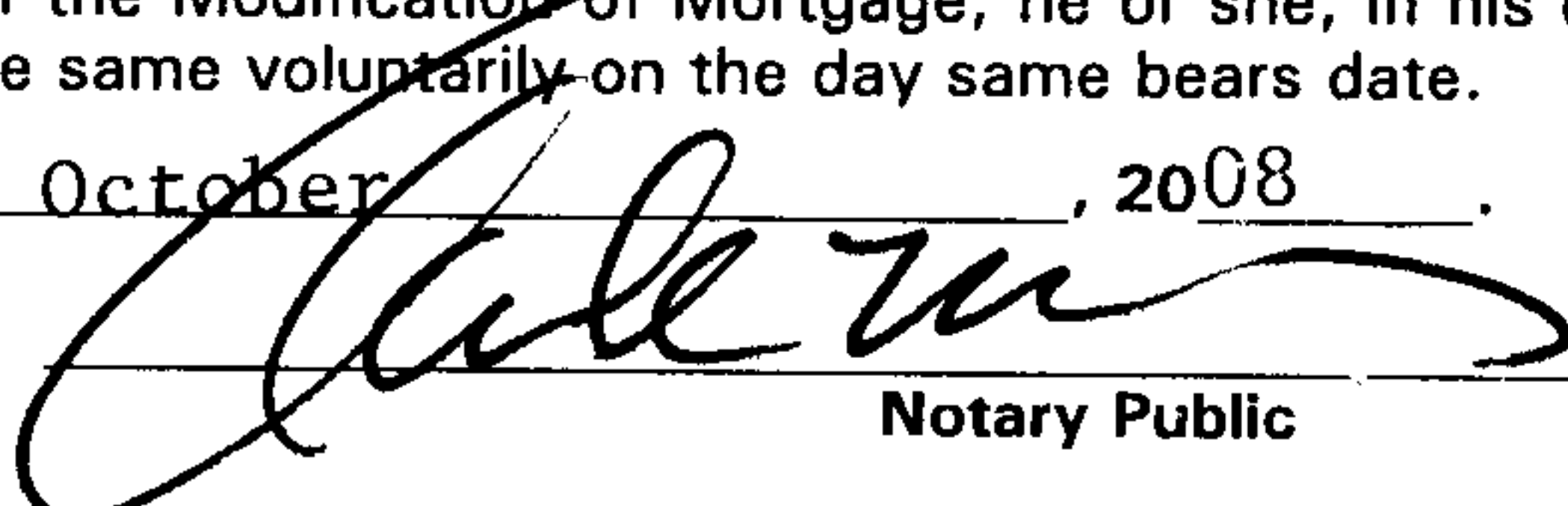
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **W. Wesley Lee** whose name as Vice President of **RBC Bank (USA)** 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 the Modification of Mortgage, he or she, in his or her capacity as such Vice President of **RBC Bank (USA)**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 20th day of October, 2008.

My commission expires 12/28/2011


Notary Public



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EXHIBIT A

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West, being more particularly described in two tracts as follows:

Tract "A"

Commence at the SW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West; thence North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 581.81 feet to a point on the southeasterly right of way line Valleydale Road; thence 57 deg. 30 min. to the right and along the Southeasterly right of way line of Valleydale Road a distance of 393.94 feet to the point of beginning; thence continue along last described course a distance of 196.97 feet to a point; thence 122 deg. 28 min. 30 sec. to the right and Southerly a distance of 260.77 feet to a point; thence 57 deg. 31 min. 04 sec. to the right and Southwesterly a distance of 197.01 feet to a point; thence 122 deg. 28 min. 56 sec. to the right and northerly a distance of 260.80 feet to a point on the Southeasterly right of way line of Valleydale Road and the point of beginning.

Tract "B"

Commence at the SW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West, and run in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 320.96 feet to a point; thence 57 deg. 30 min. to the right in a Northeasterly direction a distance of 394.03 feet to the point of beginning; thence continuing along the last described course a distance of 197.01 feet to a point; thence 122 deg. 28 min. 56 sec. to the right in a Southerly direction a distance of 220.00 feet to a point; thence 57 deg. 31 min. 04 sec. to the right in a Southwesterly direction a distance of 197.01 feet to a point; thence 122 deg. 28 min. 56 sec. to the right in a northerly direction a distance of 220.00 feet to the point of beginning.

Situated in Shelby County, Alabama.