



20090831000335460 1/3 \$40.70
Shelby Cnty Judge of Probate, AL
08/31/2009 01:26:52 PM FILED/CERT

This instrument was prepared by

JANICE WILLIAMS - SUPERIOR BANK (name)

17 NORTH 20TH STREET BIRMINGHAM, AL 35203 (address)

State of Alabama

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 08-19-2009.

The parties and their addresses are:

MORTGAGOR: HASSAN H. DARIANI, A SINGLE PERSON
1290 LEGACY DR
BIRMINGHAM, AL 35242

LENDER: SUPERIOR BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
420 OLD HIGHWAY 280
HOOVER, AL 35242

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 06-09-2008 and recorded on 08-07-2008. The Security Instrument was recorded in the records of SHELBY County, Alabama at INSTRUMENT # 20080807000317540.

The property is located in SHELBY County at 1290 LEGACY DRIVE, BIRMINGHAM, AL 35242.

Described as:

LOT 502, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 5TH SECTOR, PHASE II, AS RECORDED IN MAP BOOK 32, PAGES 85 A AND B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

MTG I/N/O HASSAN H DARIANI I/A/O \$50,000.00 DATED 06/09/08, REC 08/07/08 IN INSTR# 20080807000317540 AND BEING MODIFIED TO INCREASE AMT TO \$65,800.00 I/N/O HASSAN H DARIANI DATED 08/19/09

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$65,800.00 which is a \$ 15,800.00 increase decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

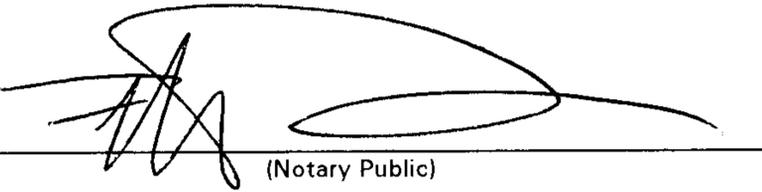
CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

 _____ (Signature) HASSAN H. DARIANI	<u>8/19/09</u> _____ (Date)	_____ (Signature)	_____ (Date)	(Seal)
_____ (Signature)	_____ (Date)	_____ (Signature)	_____ (Date)	(Seal)
_____ (Signature)	_____ (Date)	_____ (Signature)	_____ (Date)	(Seal)
_____ (Witness as to all signatures)		_____ (Witness as to all signatures)		

ACKNOWLEDGMENT:
STATE OF ALABAMA, COUNTY OF Shelby } ss.
(Individual) I, a notary public, hereby certify that HASSAN H. DARIANI, A SINGLE PERSON
_____ whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 19TH day of AUGUST, 2009.
My commission expires:
(Seal)

TIMOTHY J. DOLLINS
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES DEC. 9, 2009



(Notary Public)


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SUPERIOR BANK 420 OLD HIGHWAY 280 HOOVER, AL 35242	HASSAN H. DARIANI	CIF# DAA3948
	1290 LEGACY DR	Loan Number 60712279
LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	BIRMINGHAM, AL 35242	Date 08-19-2009
		Maturity Date 08-19-2024
		Loan Amount \$ 65,800.00
	BORROWER'S NAME AND ADDRESS "I" includes each Borrower above.	LO/LP TJD/JSW

WAIVER OF HOMESTEAD EXEMPTION

I have executed a Note dated 08-19-2009 evidencing a loan from you in the amount of 65,800.00. In connection with the Note, I have executed a Security Agreement Mortgage dated 06-09-2008 under the terms of which I give you certain rights under the laws of this state in the following described Homestead Property:

LOT 502, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 5TH SECTOR, PHASE II, AS RECORDED IN MAP BOOK 32, PAGES 85 A AND B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.S


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By signing below, I hereby waive any and all homestead rights and exemptions in the Homestead Property, as granted under the Constitution and laws of the State of Alabama, for as long as I occupy the Homestead Property as a principal residence.

In witness whereof, I have signed my name and affixed my seal on 08-19-2009

Witnesses:

Signatures:

.....
 HASSAN H. DARIANI (Seal)
 -Borrower

..... (Seal)
 -Borrower

[Space Below This Line For Acknowledgment]

The State of Alabama Shelby County

I Timothy J. Dollins
 hereby certify that HASSAN H. DARIANI
 whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he executed the same voluntarily on the day the same bears date. Given under my hand this 19TH day of AUGUST, 2009

My commission expires:

**TIMOTHY J. DOLLINS
 NOTARY PUBLIC
 STATE OF ALABAMA
 MY COMMISSION EXPIRES DEC. 9, 2009**

[Signature]
 Notary Public