

20111021000313810 1/5 \$772.80  
Shelby Cnty Judge of Probate, AL  
10/21/2011 10:15:25 AM FILED/CERT

**This Instrument Prepared By,  
and upon recording return to:**

Matthew W. Grill  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North  
2400 Regions Harbert Plaza  
Birmingham, Alabama 35203-2618

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**Space Above Line for Processing Data** \_\_\_\_\_

State of Alabama

Shelby County, Alabama

RBC Bank

**Modification Agreement Supplement  
(Cover Page)**

**From:** MOIZ FOULADBAKHS, an unmarried individual resident of the State of Alabama ("Borrower"), with a mailing address of 2200 Valleydale Road, Suite 200, Birmingham, Alabama 35242.

**To:** RBC BANK (USA), a North Carolina banking corporation, as successor-by-merger to National Bank of Commerce of Birmingham ("Bank"), with a mailing address of 11011 Richmond Ave, Ste 850, Houston, TX 77042, which mailing address is the place to which all notices and communications should be sent to Bank regarding this Modification Agreement Supplement.

**Date:** October 19, 2011

**Cross Reference – Recorded Documents Modified:**

Mortgage dated August 4, 2003 by Borrower in favor of Bank and recorded in the Probate Office of Shelby County, Alabama as Instrument No. 20030815000537460

**Note to Judge of Probate:** Mortgage filing privilege taxes have previously been paid on indebtedness in the amount of \$2,500,000.00 in connection with the recordation of that certain Mortgage dated August 4, 2003 recorded in the Probate Office of Shelby County, Alabama as Instrument No. 20030815000537460. The current principal balance under the promissory note secured by the Recorded Documents is \$1,630,800.00. Additional principal is being advanced in the amount of \$499,200.00. Accordingly, mortgage filing privilege taxes are due on the additional principal advance of \$499,200.00.



**THIS MODIFICATION AGREEMENT SUPPLEMENT** ("Supplement"), entered into as of October 19, 2011, by **MOIZ FOULADBAKHS**, an unmarried individual resident of the State of Alabama ("Borrower"), with a mailing address of 2200 Valleydale Road, Suite 200, Birmingham, Alabama 35242, and **RBC BANK (USA)**, a North Carolina banking corporation, successor-by-merger to National Bank of Commerce of Birmingham ("Bank"), with a mailing address of 11011 Richmond Ave, Ste 850, Houston, TX 77042.

- A. Borrower and Bank have entered into a Modification Agreement dated of even date herewith ("Modification Agreement") with respect to the instruments, documents and other agreements described in the Modification Agreement, which instruments, documents and other agreements are collectively referred to therein as the Contract.
- B. The Contract consists in part of the documents identified on the Cover Page to this Supplement under the heading "Recorded Documents Modified" (the "Recorded Documents").
- C. In addition to making other modifications to the Contract, the Modification Agreement modified the terms of the Recorded Documents.
- D. Borrower and Bank, through this Supplement, desire to reflect on the public records those modifications to the Recorded Documents which were effected through the Modification Agreement.
- E. This Supplement is supplemental to the Modification Agreement and is a part thereof. Reference is hereby made to the Modification Agreement for modifications to those parts of the Contract other than the Recorded Documents.
- F. Borrower and Bank acknowledge and agree that, except as modified in the Modification Agreement and reflected in part through this Supplement, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract (including, without limitation, the Recorded Documents) shall remain unchanged and the Contract, as modified in the Modification Agreement and as reflected in part through this Supplement, shall continue in full force and effect as therein and herein written.

NOW, THEREFORE, Bank and Borrower, in consideration of the premises and the sum of One Dollar (\$1.00) to each in hand paid by the other, receipt and sufficiency of which are hereby acknowledged by each, do hereby agree as follows:

Section 1. Modification. The Recorded Documents shall be, and the same are, modified as follows:

The Contract is amended to increase the current principal balance under the promissory note secured by the Recorded Documents to \$2,130,000.00. From and after the date hereof, the maximum principal amount available under the promissory note secured by the Recorded Documents shall be \$2,130,000.00. Amounts advanced under the Contract, once repaid, may not be re-advanced, unless Bank, in its discretion, agrees otherwise in writing. Borrower shall not have the right to make, and Bank shall be under no obligation to honor, additional requests for advances under the Contract.

Section 2. Effect of Modification. Nothing contained in this Supplement shall in any way impair the security now held for the indebtedness evidenced by the Contract, nor waive, annul, vary and affect any provision, condition, covenant and agreement contained in the Contract, except as modified in the Modification Agreement and reflected in part through this Supplement, nor affect and impair any rights, powers and remedies under the Contract. The Modification Agreement (including this Supplement) does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 3. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be





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paid in connection with the Modification Agreement (including this Supplement), and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the instruments, documents and other agreements which make up the Contract.

**Section 4. Anti-Terrorism.** Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Borrower is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

**Section 5. Maintenance of Records.** Bank is authorized to maintain, store and otherwise retain the Modification Agreement (including this Supplement) and the other instruments, documents and agreements constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

**Section 6. Reservation of Rights: Entire Agreement.** Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as modified by the Modification Agreement (including this Supplement), contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified by the Modification Agreement (including this Supplement). The Modification Agreement (including this Supplement) shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive.

*[The remainder of this page left intentionally blank]*

*[Signature(s) on following page(s)]*

**BORROWER:**

MOIZ FOULADBAKHSH

STATE OF ALABAMA )  
COUNTY OF Shelby )

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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19<sup>th</sup> day of October, 2011.

Rachel Bond  
Notary Public

AFFIX SEAL

My commission expires: 2/3/2015



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**BANK:**

**RBC BANK (USA),**  
 a North Carolina banking corporation, successor-by-  
 merger to National Bank of Commerce of Birmingham

By: *Seema Dawson*  
 Name: Seema Dawson  
 Its: Vice President

STATE OF Texas )  
 COUNTY OF Harris )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Seema Dawson, whose name as Vice President of **RBC Bank (USA)**, a North Carolina banking corporation, 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 instrument, he/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 19 day of October, 2011.

*Stacey Guynes*  
 Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

