

WHEN RECORDED RETURN TO:



RECORD-CHECK SERVICES, INC.
4515 Poplar Ave. #327
Memphis, TN 38117

20040802000426730 Pg 1/3 177.50
Shelby Cnty Judge of Probate, AL
08/02/2004 10:47:00 FILED/CERTIFIED

ORIGINAL VISIT NO. 8881174786

NEW VISIT NO. 0416802532

MODIFICATION AGREEMENT TO

PRIME EQUITY LINE AND MORTGAGE

8217802235

Kevin E Rice and Kristi G Rice who reside at 7062 Bradstock Ct, Birmingham, AL 35242 and the collateral address is 7062 Bradstock Ct, Birmingham, AL 35242, the Borrower(s) who signed below (referred to in this Modification Agreement as "I," "me," or "my," whether one or more persons) enter into this Modification Agreement with Wachovia Bank of Delaware, National Association, this July 16, 2004.

I previously executed and delivered to Wachovia Bank of Delaware, National Association, a Prime Equity Line Agreement and Disclosure Statement dated 07/21/00, ("Note"), which provides for Wachovia Bank of Delaware, National Association to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of \$118,000.00 U. S. Dollars. The Note is secured by a mortgage of even date recorded in the public land records of Shelby County, Alabama, Instrument Number 200025591, Parcel# 038270007042000.

I have requested Wachovia Bank of Delaware, National Association to increase the maximum credit available under the Note, and Wachovia Bank of Delaware, National Association has agreed to do so in consideration of and subject to the terms and conditions stated in this Modification Agreement.

Wachovia Bank of Delaware, National Association and I hereby agree that:

1. The maximum credit available to me pursuant to the Note is hereby increased/decreased to the principal sum of Two Hundred Twenty Five Thousand U.S. Dollars (\$225,000.00) ("New Maximum Credit Available"), and the Mortgage is hereby amended to secure said New Maximum Credit Available.
2. All provisions of the Note and Mortgage, including the manner and time of repayment, shall remain in full force and effect, except as specifically modified by this Modification Agreement.
3. I agree to pay any and all applicable intangible property taxes due on account of the increase in the maximum credit available under the Note provided by this Modification Agreement.
4. Wachovia Bank of Delaware, National Association and I agree that this Modification Agreement shall be governed by Delaware law and any applicable federal laws.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement signed, sealed, and delivered in the presence of:

Bruce Hays
Witness

Bruce Hays
Witness

Kevin E Rice (SEAL)
Borrower Kevin E Rice

Kristi G Rice (SEAL)
Borrower Kristi G Rice

WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

By Kelly Kallio
Name: KELLY KALLIO
Asst. Vice President

Attest Cynthia D. Jennings
Name: Cynthia D. Jennings
Assistant Secretary

STATE OF ALABAMA

COUNTY OF Shelby

Kevin E Rice & Kristi G Rice, whose names are
signed to the foregoing conveyance and who are not
known to me, acknowledge before me on this day, that, being informed of the contents of this conveyance,
has executed the same voluntarily on the date the same bears date

GIVEN under my hand and official seal this 16th day of July, 20 04.

D. L. R. [Signature]
Notary Public
My Commission Expires 12/4/07

STATE OF Virginia

COUNTY OF Roanoke

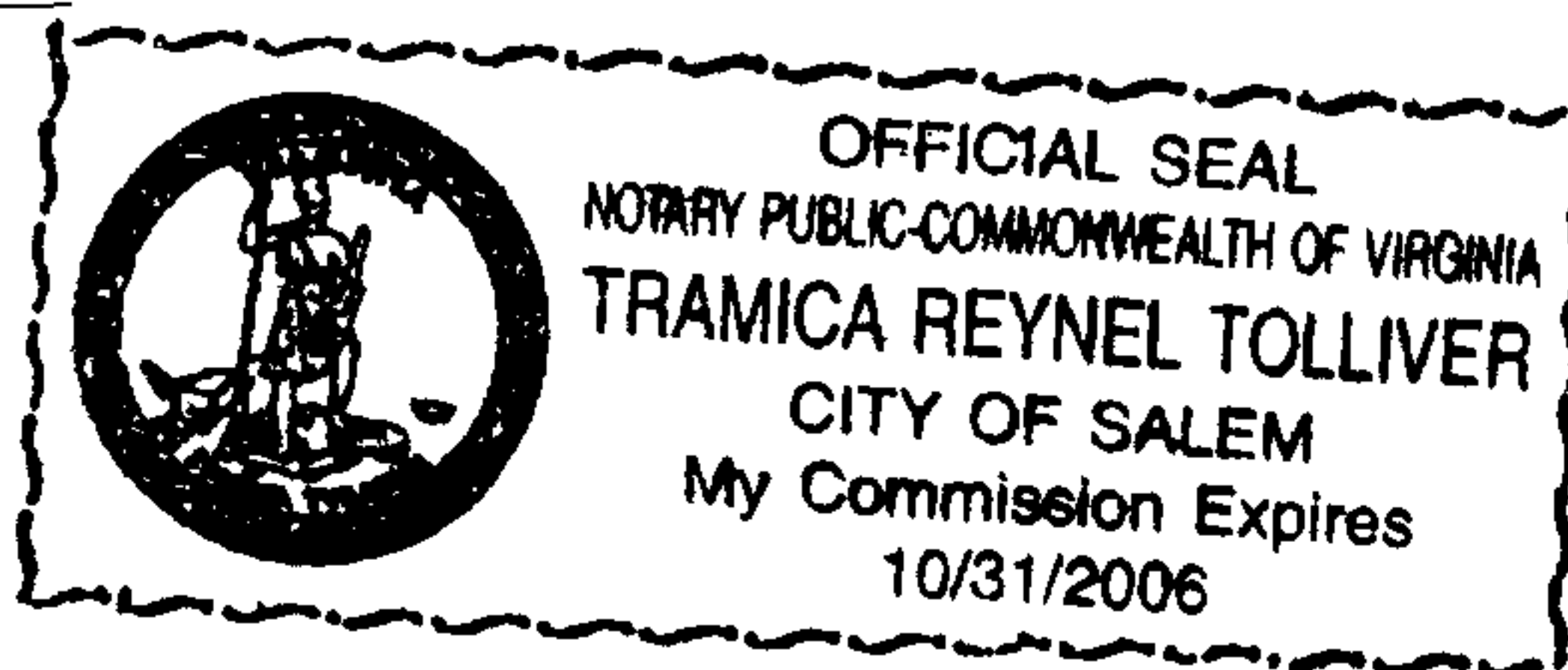
I, Tramica Reynel Tolliver, Notary Public for said County and State, certify that
Betty Kallio personally came before me and acknowledged that he/she is the
A.V.P. of Wachovia Bank of Delaware, National Association, a national
banking association, and that by the authority duly given and at the act of the corporation, the foregoing instrument
was signed in its name by its A.V.P., sealed with its corporate seal,
and attested by its Secretary/Assistant Secretary.

Witness my hand and official seal this 22 day of July, 20 04.

Tramica Reynel Tolliver
Notary Public

My Commission Expires: _____

(TYPE)



Legal Description

All that certain parcel of land situated in CITY OF BIRMINGHAM being known as ALL THAT CERTAIN PROPERTY SITUATED IN CITY OF BIRMINGHAM, IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 07/16/1998 AND RECORDED 07/20/1998 IN BOOK 1998, PAGE 27536 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: LOT 42, GREYSTONE: 7TH SECTION, PHASE II, PLAT BOOK 18, PAGE 121 PARCEL ID NUMBER: 038270007042000 and being more fully described in Deed Book 1998 Page 27536 recorded on 07/20/1998 among the land records of SHELBY County, AL.

Parcel ID Number: 038270007042000
