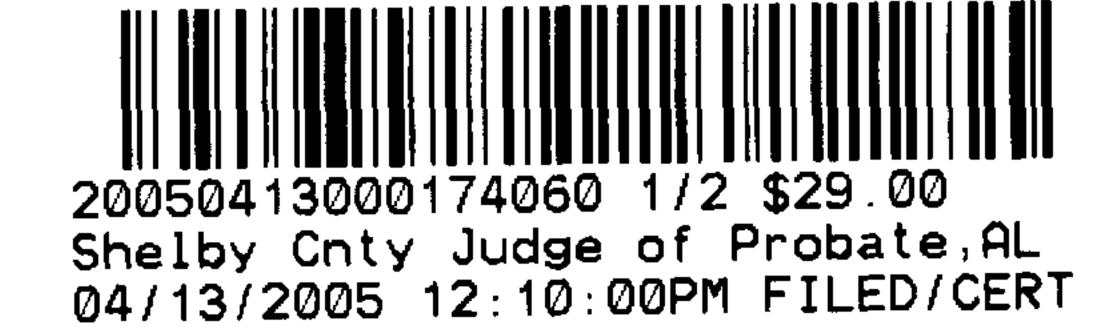
RECORDATION REQUESTED BY:

Wachovia Bank, National Association Inverness 346 4651 Highway 280 East Birmingham, AL 35243



WHEN RECORDED MAIL TO:

Wachovia Bank, National Association, Loan Operations Mortgage Recording - File Management P O Box 2233 Birmingham, AL 35201

SEND TAX NOTICES TO:

LAWRENCE R ELLIOTT JR ABIGIAL ALLEN ELLIOTT 708 WHIPPOORWILL DR HOOVER, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



0740000000000950038809600011 5

THIS MODIFICATION OF MORTGAGE dated February 17, 2005, is made and executed between LAWRENCE R ELLIOTT JR and ABIGIAL ALLEN ELLIOTT (referred to below as "Grantor") and Wachovia Bank, National Association, whose address is 4651 Highway 280 East, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 6, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 08/20/2001 INSTRUMENT # 2001-35591.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

LOT 36, ACCORDING TO THE SURVEY OF THIRD ADDITION, RIVERCHASE WEST RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 7, PAGE 139, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 708 WHIPPOORWILL DR, HOOVER, AL 35244.

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

(LAWRENCE R ELLIOT JR AND ABIGIAL ALLEN ELLIOT) and SouthTrust Bank entered into that certain Loan Agreement, Promissory Note and (Deed of Trust, Mortgage, Security Deed) dated 06/06/2001 and recorded in the official records in SHELBYbCounty, State; Whereas Wachovia Bank, National Association is the successor in interest to SouthTrust Bank; Whereas (LAWRENCE R ELLIOT JR AND ABIGIAL ALLEN ELLIOT) and Wachovia Bank, National Association desire to enter into an agreement modifying that Loan Agreement, Promissory Note and (Deed of Trust, Mortgage, Security Deed) for the sole purpose of:

INCREASE MORTGAGE FROM \$ 35,000.00 TO \$ 45,000.00 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 10,000.00

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 endorsers 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 FEBRUARY 17, 2005.

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.

GRANTOR:

LENDER:

WACHOVIA BANK, MATIONAL ASSOCIATION

(Seal)

This Modification of Mortgage prepared by:

Name: ANITA SMITH, Loan Processor Address: 220 Wildwood Parkway City, State, ZIP: Homewood, AL 35209







20050413000174060 2/2 \$29.00 Shelby Cnty Judge of Probate, AL 04/13/2005 12:10:00PM FILED/CERT

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT
$M_{alamata}$
STATE OF SWOWN)
county of SWM)
COUNTY OF SYCKIII
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LAWRENCE R ELLIOTT JR and ABIGIAL ALLEN ELLIOTT, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification the executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of day of / 1001 000, 20 000
MY COMMISSION Notary Public
EXPIRES SEPTEMBER 9, 2007
My commission expires
LENDER ACKNOWLEDGMENT
STATE OF MWWWW,
STATE OF 7\W()WY\V)
COUNTY OF SWEDT ;
COUNTY OF SWEDT ;
COUNTY OF SWEET SS SS STATE
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that a corporation, 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 said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
COUNTY OF SWEET SS SS STATE
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that a corporation, 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 said Modification of Mortgage, he or 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 AVCOMMISSION AVCOMMI
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that a corporation, 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 said Modification of Mortgage, he or 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 AVCOMMISSION AVCOMMI
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that

LASER PRO Lending, Ver. 5.24.10.002 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\CFIWIN\CFI\LPL\G201.FC TR-796643 PR-ALHELING