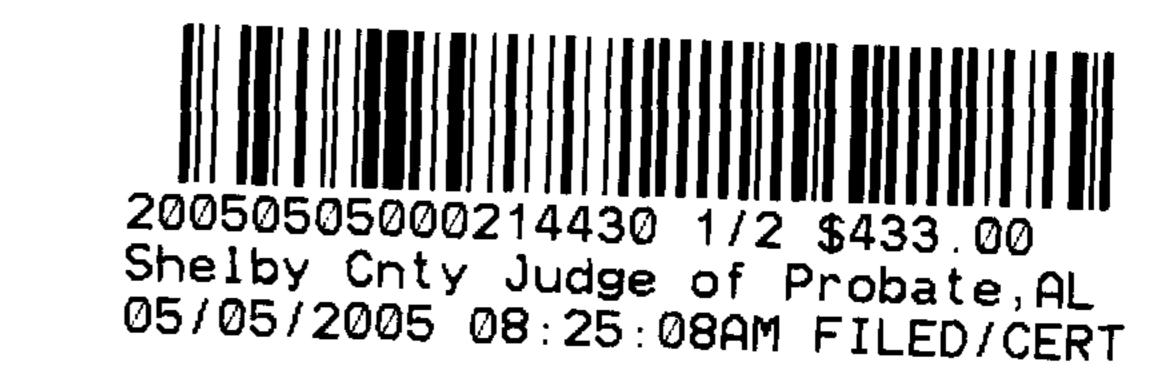
RECORDATION REQUESTED BY:

Wachovia Bank, National Association Brook Highland 320 5376 Highway 280 Birmingham, AL 35242



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:

CHUCK FRUSTERIO; A/K/A CHARLES M FRUSTERIO MELANIE FRUSTERIO; A/K/A MELANIE S FRUSTERIO 975 GARLAND COVE BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated February 14, 2005, is made and executed between CHUCK FRUSTERIO; A/K/A CHARLES M FRUSTERIO and MELANIE FRUSTERIO; A/K/A MELANIE S FRUSTERIO; HUSBAND AND WIFE (referred to below as "Grantor") and Wachovia Bank, National Association, whose address is 5376 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 1, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 12/10/2004, INSTRUMENT# 20041210000676040.

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

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN BIRMINGHAM IN THE COUNTYOF SHELBY, AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 09/25/03 AND RECORDED 10/02/03 AS INSTRUMENT NUMBER 20031002000662800, AMONG THE LAND RECORDS OF THE COUNTY STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

LOT: BLOCK:

LOT 1-A, ACCORDING TO THE RESURVEY OF GREYSONE 9TH SECTOR PHASE II AND ACREAGE, AS RECORDED IN MAP BOOK 32, PAGE 9, IN THE OFFICE OF SHEELBY COUNTY, ALABAMA THIS PREMISES BEING THE SAME AS CONVEYED TO MELANIE FRUSTERIO AND CHUCK FRUSTERIO BY DEED FROM HPH PROPERTIES, LLC. AN ALABAMA LIMITES LIABILITY COMPANY. }

The Real Property or its address is commonly known as 975 GARLAND COVE, BIRMINGHAM, AL 35242.

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

Whereas (CHARLES M FRUSTERIO and MELANIE S FRUSTERIO) and SouthTrust Bank entered into that certain Loan Agreement, Promissory Note and (Deed of Trust, Mortgage, Security Deed) dated _11/01/2004 and recorded in the official records in SHELBYCounty, State; Whereas Wachovia Bank, National Association is the successor in interest to SouthTrust Bank; Whereas (customer name) 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 320,000.00 TO \$598,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$278,000.00.

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 14, 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.

CHUCK FRUSTERIO; A/K/A CHARLES M FRUSTERIO

(Seal)

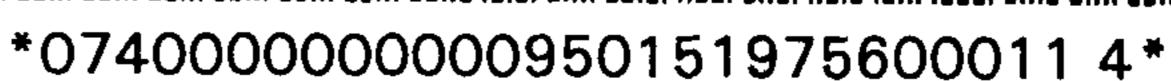
MELANIE FR

MELANIE FRUSTERIO; A/K/A MELANIE S FRUSTERIO

LENDER:

WACHOVIA BANK, NATIONAL ASSOCIATION





200505050000214430 2/2 \$433.00 Shelby Cnty Judge of Probate, AL

05/05/2005 08:25:08AM FILED/CERT

MODIFICATION OF MORTGAGE (Continued)

Page 2

This Modification of Mortgage prepared by: Name: SONJA BLOCKER, Loan Processor Address: 220 Wildwood Parkway City, State, ZIP: Homewood, AL 35209 INDIVIDUAL ACKNOWLEDGMENT SS **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHUCK FRUSTERIO; A/K/A CHARLES M FRUSTERIO and MELANIE FRUSTERIO; A/K/A MELANIE S FRUSTERIO, HUSBAND AND WIFE, 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, they executed the same voluntarily on the day the same beat date. Given under my hand and official seal this My commission expires My Comm. Exp. ¿ February 17, 2008 > LENDER ACKNOWLEDGMENT STATE OF SS 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. day of My Comm. Exp. My commission expires

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