


RECORDATION REQUESTED BY:

Wachovia Bank, National Association
Oak Mountain 345
2261 Highway 31 South
Pelham, AL 35124


20050516000234240 1/2 \$44.00
Shelby Cnty Judge of Probate, AL
05/16/2005 09:42:15AM FILED/CERT

WHEN RECORDED MAIL TO:

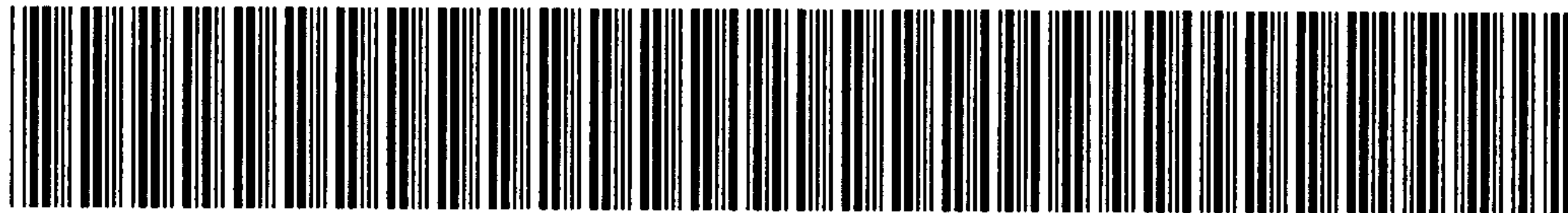
Wachovia Bank, National Association, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

RICHARD LEE MAYS
PATTI H MAYS
125 MOSS HILL LANE
CALERA, AL 35040

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



074000000000950009210200011 A

THIS MODIFICATION OF MORTGAGE dated March 11, 2005, is made and executed between **RICHARD LEE MAYS** and **PATTI H MAYS; HUSBAND AND WIFE** (referred to below as "Grantor") and Wachovia Bank, National Association, whose address is 2261 Highway 31 South, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 7, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED DATE: SEPTEMBER 10, 1999, IN INSTR.# 1999-37985, SECURING INDEBTEDNESS OF \$30,000.00 IN SHELBY COUNTY, ALABAMA RECORDS.

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

LOT 52, ACCORDING TO THE SURVEY OF SOUTHERN HILLS, SCEPTOR 6, PHASE ONE, AS RECORDED IN MAP BOOK 17, PAGE 93, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 125 MOSS HILL LANE, CALERA, AL 35040.

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

Whereas **RICHARD LEE MAYS AND PATTI H. MAYS** and SouthTrust Bank entered into that certain Loan Agreement, Promissory Note and (Deed of Trust, Mortgage, Security Deed) dated **JULY 7, 1999** and recorded in the official records in SHELBY County, State; Whereas Wachovia Bank, National Association is the successor in interest to SouthTrust Bank; Whereas **RICHARD LEE MAYS AND PATTI H. MAYS** 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 \$30,000.00 TO \$50,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$20,000.00.

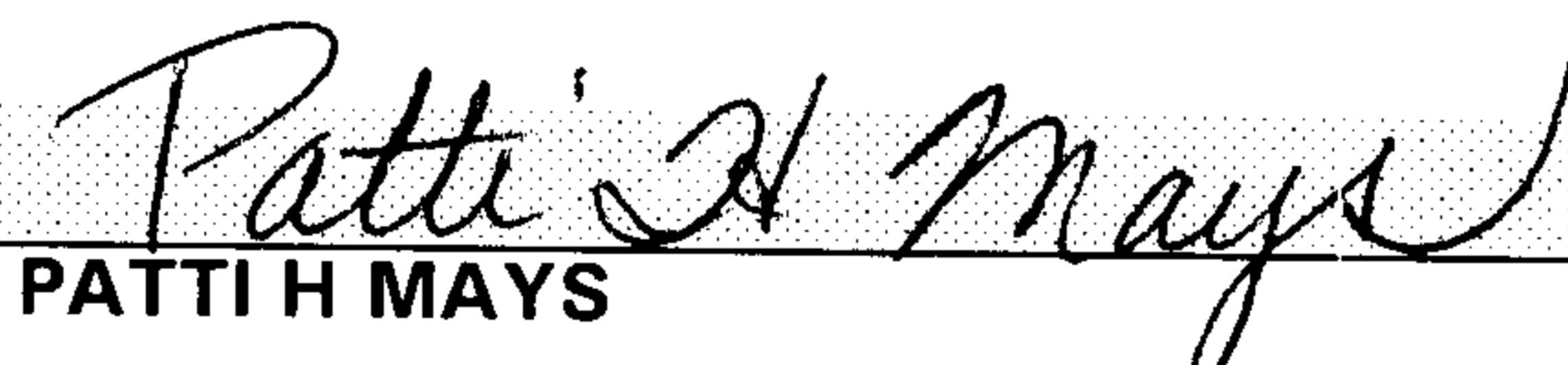
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MARCH 11, 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.

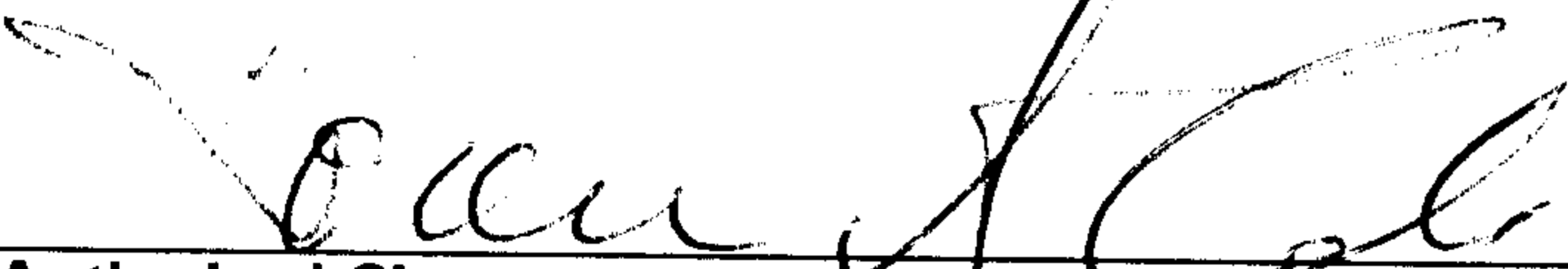
GRANTOR:

X  (Seal)
RICHARD LEE MAYS

X  (Seal)
PATTI H MAYS

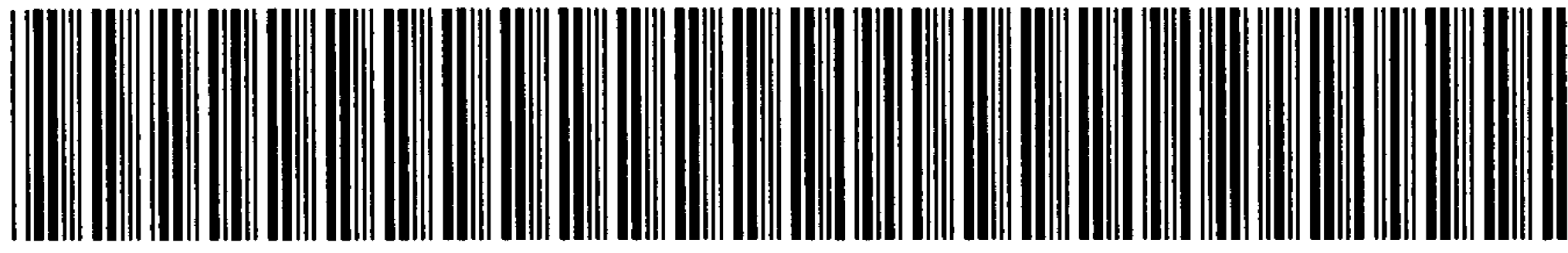
LENDER:

WACHOVIA BANK, NATIONAL ASSOCIATION

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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



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20050516000234240 2/2 \$44.00
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**MODIFICATION OF MORTGAGE
(Continued)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RICHARD LEE MAYS and PATTI H MAYS, 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 bears date.

Given under my hand and official seal this 11 day of March, 2005.
[Signature]
Notary Public

**MY COMMISSION EXPIRES
OCTOBER 8, 2007.**

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Karen A. Cole
Wachovia Bank 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 11 day of March, 2005.
[Signature]
Notary Public

**MY COMMISSION EXPIRES
FEBRUARY 23, 2007.**

My commission expires _____