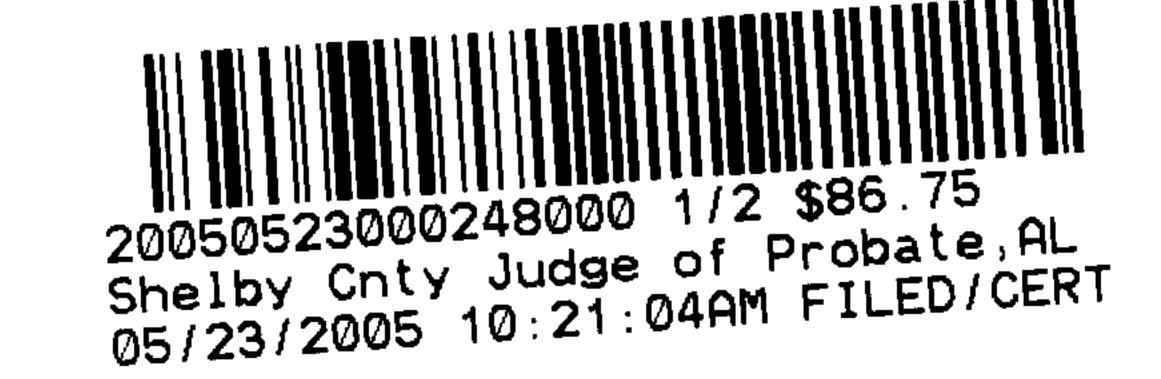
#### RECORDATION REQUESTED BY:

Wachovia Bank, National Association Main Office 301 420 North 20th Street Birmingham, AL 35203



#### 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:

DONALD B ROBERTS
MARLIES M ROBERTS
4412 ASHINGTON CIRCLE
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE



\*0740000000000950151444300011 3\*

THIS MODIFICATION OF MORTGAGE dated March 8, 2005, is made and executed between DONALD B ROBERTS and MARLIES M ROBERTS; HUSBAND AND WIFE JTWROS (referred to below as "Grantor") and Wachovia Bank, National Association, whose address is 420 North 20th Street, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 7, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED DATE: NOVEMBER 19, 2003, IN INSTR.#20031119000760630 AT PAGE 1-7, SECURING INDEBTEDNESS OF \$133,900.00 IN SHELBY COUNTY, ALABAMA RECORDS.

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

AL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF BIRMINGHAM BEING KNOWN AS LOT 263, SURVEY OF BROOKHIGHLAND SUBDIVISION, AN EDDLEMAN COMMUNITY 6TH SECTOR, 3RD PHASE, MAP BOOK 15, PAGE 105; AND BEING MORE FULLY DESCRIBED IN DEED BOOK 397 PAGE 253 RECORDED ON 03/24/1992 AMONG THE LAND RECORDS OF SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 4412 ASHINGTON CIRCLE, BIRMINGHAM, AL 35242.

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

Whereas DONALD B. ROBERTS AND MARLIES M. ROBERTS and SouthTrust Bank entered into that certain Loan Agreement, Promissory Note and (Deed of Trust, Mortgage, Security Deed) dated OCTOBER 7, 2003 and recorded in the official records in SHELBYCounty, State; Whereas Wachovia Bank, National Association is the successor in interest to SouthTrust Bank; Whereas DONALD B. ROBERTS AND MARLIES M. ROBERTS 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 \$133,900.00 TO \$ 182,400.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$48,500.00.

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 8, 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: (Cool)	
X ( (Seal) DONALD B ROBERTS	X / / (Seal MARLIES M ROBERTS
LENDER:	
WACHOVIA BANK, NATIONAL ASSOCIATION	

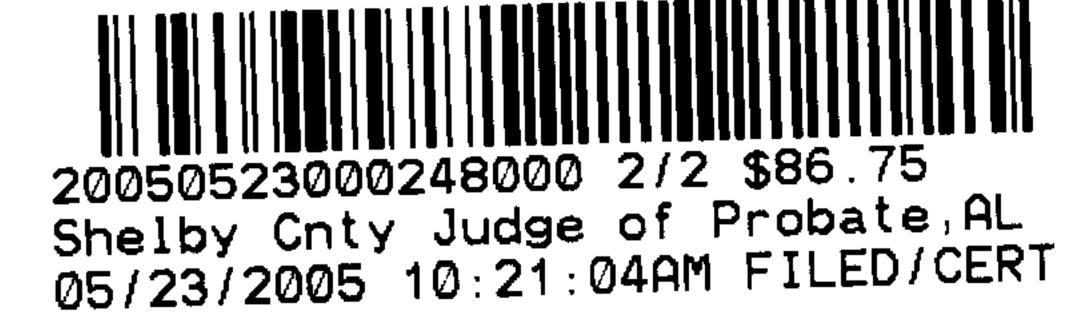
This Modification of Mortgage prepared by:

Authorized Signer

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

(Seal)





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# MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Alabama )  COUNTY OF Alferson )	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DONALD B ROBERTS and MARLIES M ROBERTS, HUSBAND AND WIFE JTWROS, 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	
My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
COUNTY OF Jefferson  Wachoria  (1.12) 1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Bell Molliam I.    Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam I.   Notary Public in and for said county in said state, hereby certify that Bell Molliam II.   Notary Public in and for said county in said state, hereby certify that Bell Molliam II.   Notary Public in and for said county in said state, hereby certify that Bell Molliam II.   Notary Public in and for said county in said state, hereby certify that Bell Molliam II.   Notary Public in and for said county in said state, hereby certify that Bell Molliam II.   Notary Public in and for said county in said state, hereby certify that Bell Molliam II.   Notary Public in and for said state, hereby certify that Bell Molliam II.   Notary Public in and for said state, here	
Given under my hand and official seal this $8^{\pm th}$ day of $Manch$ , $2005$ .	
Aonis Ainds Notary Public	
My commission expires	

LASER PRO Lending, Ver. 5.24.10.002 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL F:\CFIWIN\CFI\LPL\G201.FC TR-802774 PR-ALHELINC