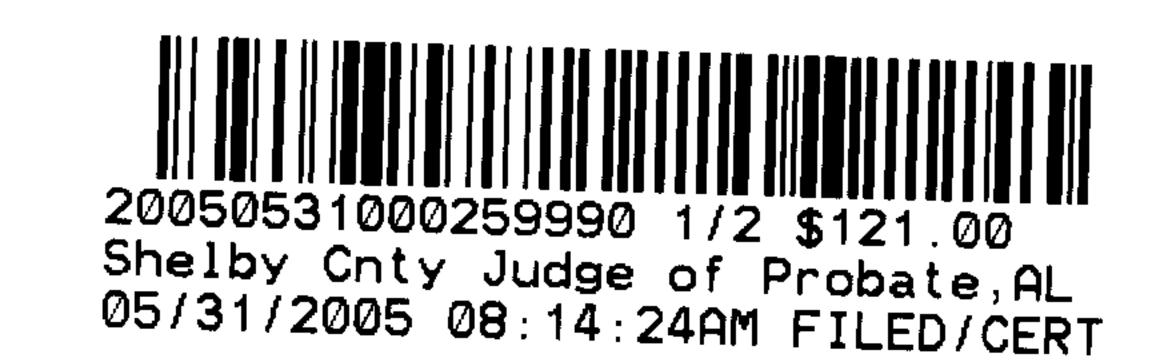
RECORDATION REQUESTED BY:

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



WHEN RECORDED MAIL TO:

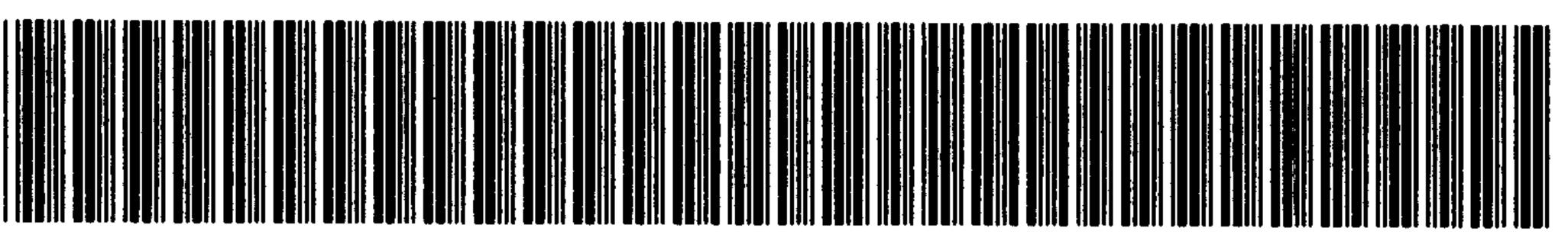
Wachovia Bank, National Association, Loan Operations Mortgage Recording - File Management P O Box 2233 Birmingham, AL 35201

SEND TAX NOTICES TO:

DOUGLAS L BARNES A/K/A DOUG L BARNES JANET S EVANS A/K/A JANET BARNES

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



0740000000000950170624700011 0

THIS MODIFICATION OF MORTGAGE dated January 11, 2005, is made and executed between DOUGLAS L BARNES A/K/A DOUG L BARNES and JANET S EVANS A/K/A JANET BARNES; HUSBAND AND WIFE JTWROS (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 March 29, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 05-03-2004 INSTRUMENT #20040503000228550.

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

LOT 16, ACCORDING TO THE SURVEY OF GREYSTONE, 7TH SECTOR, PHASE IV, AS RECORDED IN MAP BOOK 21, PAGE 38 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA AND ALL AMENDMENTS THERETO.

The Real Property or its address is commonly known as 7200 NORTH HIGHFIELD LANE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$90,000.00 TO \$160,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$70,000.00.

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 JANUARY 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)

DOUGLAS L BARNES A/K/A DOUG L BARNES

JANET S EVANS A/K/A JANET BARNES

(Seal)

LENDER:

WACHOVIA BANK, NATIONAL ASSOCIATION

Authorized Signer

__(Seal)

This Modification of Mortgage prepared by:

Name: CAROL JULIANO, Loan Processor Address: 220 Wildwood Parkway City, State, ZIP: Homewood, AL 35209





20050531000259990 2/2 \$121.00 Shelby Cnty Judge of Probate, AL 05/31/2005 08:14:24AM FILED/CERT

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT
STATE OF COCKES
) SS
COUNTY OF DIPLOY
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DOUGLAS L BARNES A/K/A DOUG L
BARNES and JANET S EVANS A/K/A JANET BARNES, 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, and the day of the day
SIPEGINA D. McGioso
Notary Public Notary Public
My commission expires My Comm. Exp.
Z
LENDER ACKNOWLEDGMENT
TATE A VICTORIAN CONTRACTOR OF THE PROPERTY OF
STATE OF Alabama
) SS
COUNTY OF Jeffes on
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
I WINOVIATAR 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 1800 day of 9000 day of 9000 .
$\mathcal{L}_{\mathcal{L}}}}}}}}}}$
MY COMMISSION EXPIRES Notary Public
ANTORPH 25. ZUUG-
My commission expires

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-783728 PR-ALHELINC