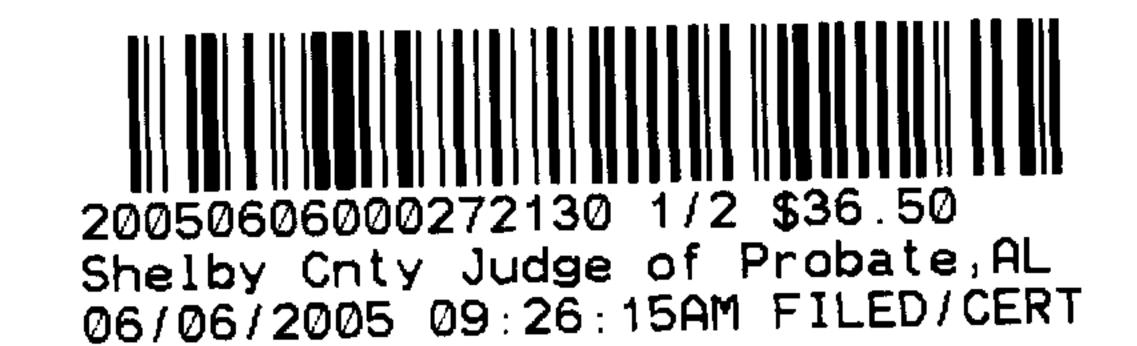
RECERDATION REQUESTED BY:

Wachovia Bank, National Association
 Mair, 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:

RICHARD L GRIMES CINDY GRIMES A/K/A CINDY H GRIMES 4361 HERITAGE VIEW RD BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



0740000000000950096198300011 0

THIS MODIFICATION OF MORTGAGE dated March 3, 2005, is made and executed between RICHARD L GRIMES and CINDY GRIMES A/K/A CINDY H GRIMES; HUSBAND AND WIFE (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 July 23, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 09-06-2002 INSTRUMENT #20020906000428390.

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

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF BIRMINGHAM BEING KNOWN AS LOT 30, SURVEY OF HERITAGE OAKS, MAP BOOK 11, PAGES 23 A AND B, AND BEING MORE FULLY DESCRIBED IN DEED BOOK 1994 PAGE 8256 RECORDED ON 03/15/1994 AMONG THE LAND RECORDS OF SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 4361 HERITAGE VIEW RD, BIRMINGHAM, AL 35242.

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

Whereas RICHARD L AND CINDY H GRIMES and SouthTrust Bank entered into that certain Loan Agreement, Promissory Note and (Deed of Trust, Mortgage, Security Deed) dated JULY 23, 2002 and recorded in the official records in SHELBYCounty, ALABAMA; Whereas Wachovia Bank, National Association is the successor in interest to SouthTrust Bank; Whereas RICHARD L AND CINDY H GRIMES 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 \$50,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$15,000.00.

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 3, 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:

BICHARD L GRIMES (Seal)

CINDY GRIMES A/K/A CINDY H GRIMES

(Seal)

LENDER:

WACHOVIA BANK, NATIONAL ASSOCIATION

x William O. Hauston (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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



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20050606000272130 2/2 \$36.50 Shelby Cnty Judge of Probate, AL 06/06/2005 09:26:15AM FILED/CERT

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT					
STATE OF Mabama		}			
) SS			
COUNTY OF Jefferson		}			
I, the undersigned authority, a Notary Public in A/K/A CINDY H GRIMES, HUSBAND AND V acknowledged before me on this day that, bein the same bears date.	NIFE, whose na	imes are sig	ned to the foregoing	instrument, and who are	known to me,
Given under my hand and official seal this	3rd	day of	March	<u>, 20</u> <u>05</u> .	
			- Comme	Notary Public	
MY COMMISSION EXP My commission expires OCTOBER 29, 200	PIRES 18				
	LENDER A	CKNOW	LEDGMENT		
STATE OF Alabama)			
) SS			
COUNTY OF Jetterson		}			
I, the undersigned authority, a Notary Public in a acknowledged before me on this day that, being full authority, executed the same voluntarily for	g informed of the	e contents of	said Modification of N	ng Modification and who is Mortgage, he or she, as such	known to me, officer and with
Given under my hand and official seal this	3rA	day of	March	, 20 OS .	
		<u></u>	april		
				Notary Public	
My commission expires OCTOBER 29, 20	(PIRES				

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-800725 PR-ALHELINC