RECORDATION REQUESTED BY:
Wachovia Bank, National Association
Inverness 346
4651 Highway 280 East
Birmingham, AL 35243

20050801000383870 1/2 $29.00
Shelby Cnty Judge of Probate,AL
08/01/2005 09:20:17AM 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:
JOHN E COCORIS
DEBORAH COCORIS
5457 SUNRISE DR
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

0740000000000950056852300011 6

THIS MODIFICATION OF MORTGAGE dated February 2, 2005, is made and executed between JOHN E COCORIS and DEBORAH COCORIS; HUSBAND AND WIFE (referred to below as "Grantor") and Wachovia Bank, National Association, whose address is 4651 Highway 280 East, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 7, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 01/08/2002 INSTRUMENT # 2002-01343 .

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

LOT 19, ACCORDING TO THE SURVEY OF SUNNY MEADOWS, 3RD SECTOR AS RECORDED IN MAP BOOK 9, PAGE 91 A AND B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 5457 SUNRISE DR, BIRMINGHAM, AL 35242.

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

Whereas (JOHN E COCORIS AND DEBORAH W COCORIS) and **SouthTrust Bank** entered into that certain Loan Agreement, Promissory Note and **(Deed of Trust, Mortgage, Security Deed)** dated **11/07/2001** and recorded in the official records in **SHELBY**County, State; Whereas Wachovia Bank, National Association is the successor in interest to **SouthTrust Bank**; Whereas **(JOHN E COCORIS AND DEBORAH W COCORIS)** 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 $ 45,000.00 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY $ 10,000.00 .

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 2, 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)
JOHN E COCORIS

X _____ (Seal)
DEBORAH COCORIS

LENDER:

WACHOVIA BANK, NATIONAL ASSOCIATION

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

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MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL 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 **JOHN E COCORIS and DEBORAH COCORIS, 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 2nd **day of** February, 20 05.

Constance Dowdeswell
Notary Public

My commission expires 11/8/04

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 ~~John E Cocoris and Deborah W. Cocoris~~ Clay Lane as 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 2nd **day of** February, 20 05.

Constance Dowdeswell
Notary Public

My commission expires 11/8/04

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Shelby Cnty Judge of Probate,AL
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