

This Document Prepared By:

Lynn Miner
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022

When Recorded, Return To:



CULLUM, KIM G

Record and Return To:
Fiserv Lending Solutions
600A N. John Rodes Blvd
MELBOURNE, FL 32934

MODIFICATION TO OPEN-END MORTGAGE

I, Kim G Cullum; Chad O Cullum, (herein "Borrower"), who reside at 7020 Eagle Valley Way, Birmingham, AL 35242, and the collateral address is 7020 Eagle Valley Way, Birmingham, AL 35242 (referred to in this Modification to Open-End Mortgage as "I," "me," or "my," whether one or more persons) enter into this Modification to Open-End Mortgage with Wachovia Bank, National Association ("Wachovia"), whose address is 301 South College Street, VA 0343, Charlotte, North Carolina 28288-0343, this 6/18/2007. Capitalized terms not defined herein have the same meaning as defined in the Open-End Mortgage.

I previously executed and delivered to Wachovia a Prime Equity Line of Credit Agreement and Disclosure Statement ("Note") dated 8/30/2005, which provides for Wachovia to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of \$59,600.00 U. S. Dollars. The Note is secured by an Open-End Mortgage of even date recorded 9/13/2005 in the public land records of SHELBY County, Alabama, at Mortgage Book/Instrument 20050913000473320, Page n/a, Parcel 09-3-07-0-002-002.153.

increase MORTGAGE FROM \$59,600.00 TO \$96,200.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS increased BY \$36,600.00

SEE ATTACHED FOR LEGAL DESCRIPTION


I have requested Wachovia to increase the maximum credit available under the terms of the Note and Open-End Mortgage, and Wachovia has agreed to do so in consideration of and subject to the terms and conditions stated in this Modification to Open-End Mortgage.

Wachovia and I hereby agree that:

1. The maximum credit available to me pursuant to the Note is hereby increased to the principal sum of Ninety six thousand two hundred U. S. Dollars (\$96,200.00) ("New Maximum Credit Available"), and the Open-End Mortgage is hereby amended to secure said New Maximum Credit Available.
2. All other provisions of the Open-End Mortgage shall remain in full force and effect except as specifically modified by this Modification to Open-End Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Modification to Open-End Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered by:

 [SEAL]
Borrower Kim G Cullum

_____[SEAL]
Borrower

 [SEAL]
Borrower Chad O Cullum

_____[SEAL]
Borrower

_____[SEAL]
Borrower

_____[SEAL]
Borrower

Original Pel Visit Number: 0523401561
Visit Number: 0714391027



20070717000333560 2/3 \$71.90
Shelby Cnty Judge of Probate, AL
07/17/2007 09:58:33AM FILED/CERT

State of Alabama

County of Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
Kim G Cullum Chad O Cullum

whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledge before
me on this day that, being informed of the contents of said Mortgage, he/she/they executed the same
voluntarily on the same day the same bears date.

GIVEN under my hand and official seal this 13th day of June, 2007.

Ben Davis
Notary Public

Benjamin Davis Mason
Notary Public (Name Typed or Printed)

My Commission Expires August 10, 2009

NOTICE TO PROBATE JUDGE


This Mortgage secures open-end or revolving indebtedness with residential real property or interests;
therefore, under Section 40-22-21(1)b, Code of Alabama 1976, as amended, the mortgage filing privilege
tax on this Mortgage should not exceed \$.15 for each \$100 (or fraction thereof) of the credit limit of
\$_____ provided for herein, which is the maximum principal indebtedness to be secured by this
Mortgage at any one time.
Wachovia Bank, N.A.

By _____

Its _____

X

Original Pel Visit Number: 0523401561
Visit Number: 0714391027


20070717000333560 3/3 \$71.90
Shelby Cnty Judge of Probate, AL
07/17/2007 09:58:33AM FILED/CERT

H1868417

SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO WIT:

LOT 1523, ACCORDING TO THE SURVEY OF EAGLE POINT, AS RECORDED
IN MAP BOOK 26 PAGE 35, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 7020 EAGLE VALLEY WAY

PARCEL: 09-3-07-0-002-002-153