

20071108000515720 1/3 \$77.00
Shelby Cnty Judge of Probate, AL
11/08/2007 11:45:01AM FILED/CERT

This Document Prepared By:
Angelita Turner
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022

When Recorded, Return To:
Angelita Turner



RAY, HELEN E

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

MODIFICATION TO OPEN-END MORTGAGE

I, Helen E Ray, (herein "Borrower"), who reside at P O Box 586, Wilsonville, AL 351860000, and the collateral address is 9020 South Main Street, Wilsonville, AL 35186 (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 10/16/2007. 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 10/26/2005, which provides for Wachovia to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of \$20,000.00 U. S. Dollars. The Note is secured by an Open-End Mortgage of even date recorded 11/9/2005 in the public land records of SHELBY County, Alabama, at Mortgage Book/Instrument 20051109000585160, Page 1/6, Parcel 201121001002000.

increase MORTGAGE FROM \$20,000.00 TO \$60,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS increased BY \$40,000.00

SEE ATTACHED FOR LEGAL DESCRIPTION

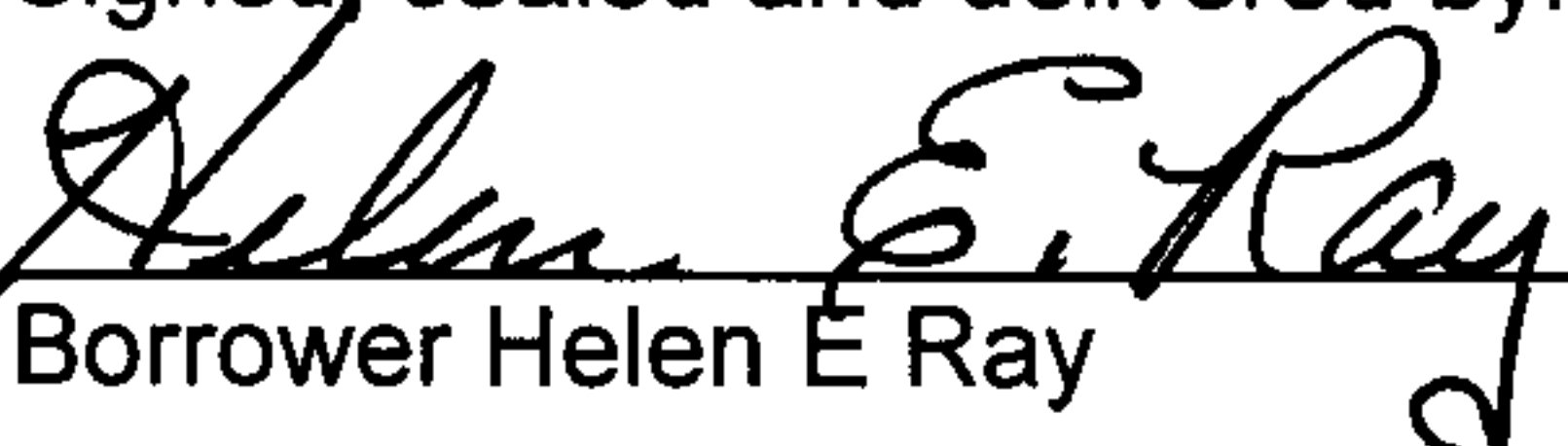
I have requested Wachovia to increase the maximum credit available under the terms of the Note and Open-End Mortgage, and Wachovia has agreed to do so in consideration of and subject to the terms and conditions stated in this Modification to Open-End Mortgage.

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 sixty thousand dollars U. S. Dollars (\$60,000.00) ("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 Helen E Ray

_____[SEAL]
Borrower

_____[SEAL]
Borrower

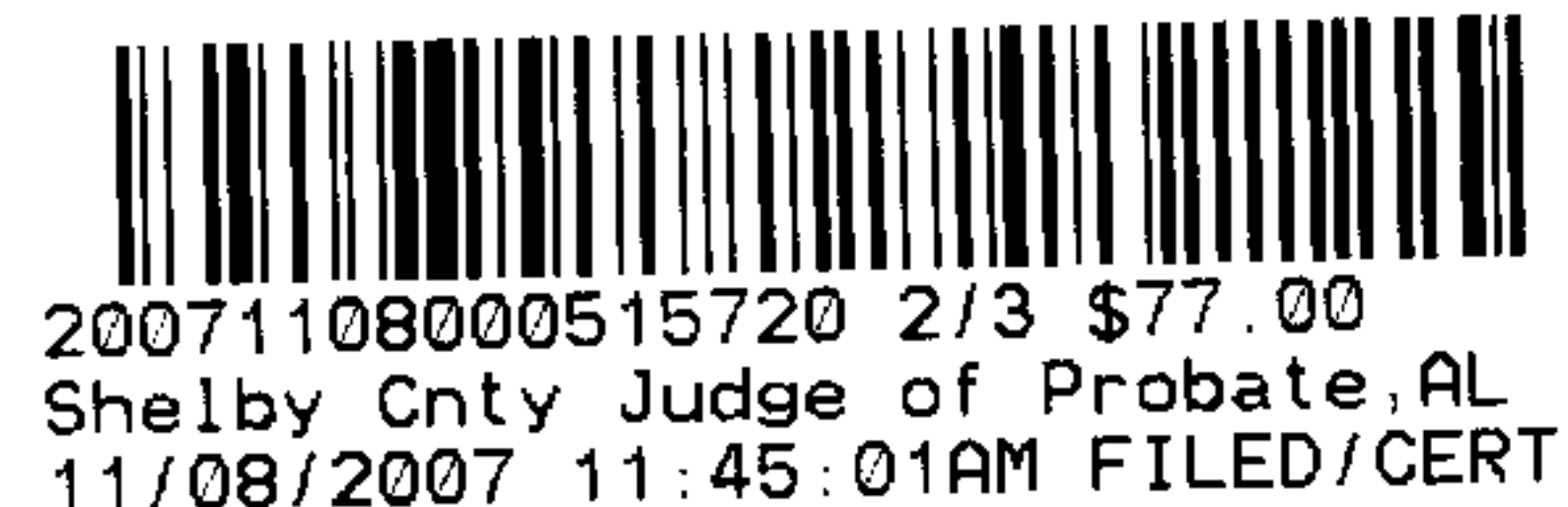
_____[SEAL]
Borrower

_____[SEAL]
Borrower

_____[SEAL]
Borrower

Original Pel Visit Number: 0529796031
Visit Number: 0726195802

State of Alabama
County of Shelby



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
Helen E Ray

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 16th day of October, 2007.

Notary Public

Justin Ross Trelaw

Notary Public (Name Typed or Printed)

My Commission Expires: My Commission Expires October 25, 2007

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 \$ 100,000 provided for herein, which is the maximum principal indebtedness to be secured by this Mortgage at any one time.
Wachovia Bank, N.A.

By By Melissa Cassity

Its Its Vice President, Operations Group Leader

Original Pel Visit Number: 0529796031
Visit Number: 0726195802

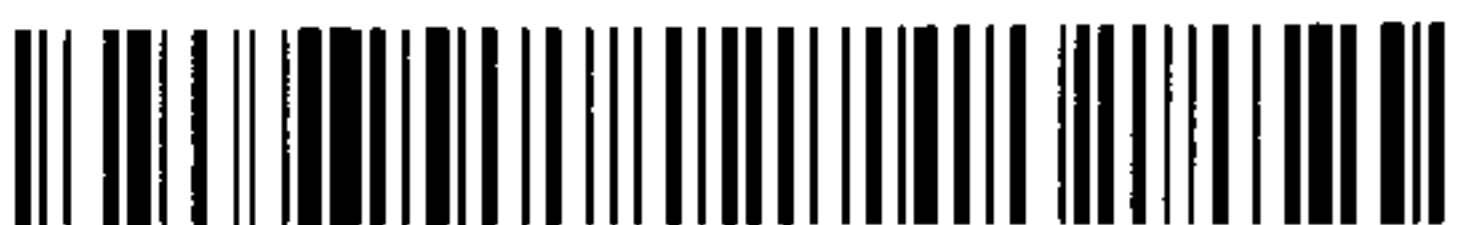
H291B286

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY, AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE 89 DEGREES 58 MINUTES 0 SECONDS W ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 2613.66 FEET TO THE POINT OF BEGINNING; THENCE S 41 DEGREES 25 MINUTES 49 SECONDS E A DISTANCE OF 579.39 FEET; THENCE S 47 DEGREES 2 MINUTES 6 SECONDS W A DISTANCE OF 189.11 FEET; THENCE N 42 DEGREES 57 MINUTES 54 SECONDS W A DISTANCE OF 589.40 FEET TO THE EASTERLY RIGHT-OF-WAY OF SHELBY COUNTY HWY 61; THENCE N 50 DEGREES 2 MINUTES 47 SECONDS E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 122.05 FEET TO POINT OF CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 10 SECONDS AND A RADIUS OF 6305.39 FEET THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY A DISTANCE OF 82.83 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 9020 SOUTH MAIN STREET


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