



20071114000521880 1/4 \$78.95  
 Shelby Cnty Judge of Probate, AL  
 11/14/2007 10:23:01AM FILED/CERT

**This Document Prepared By:**

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

**When Recorded, Return To:**



FRYE, MICHAEL R

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

**MODIFICATION TO OPEN-END MORTGAGE**

Michael R Frye, Elma J Frye, (herein "Grantor"), who reside at 112 Belvedere Dr, Birmingham, AL 35242, 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 10/9/2007.

Capitalized terms not defined herein have the same meaning as defined in the below referenced Security Instrument.

Borrower previously executed and delivered to Wachovia a Debt Instrument dated 11/28/2006, which provides for Wachovia to extend credit to Borrower from time to time in an aggregate amount not to exceed the principal sum of \$48,700.00 U. S. Dollars. The Debt Instrument is secured by an Open-End Mortgage of even date recorded on 12/19/2006 in the public land records of SHELBY County, Alabama, at Book/Instrument 20061219000617590, Page , Parcel 038340015003000 (herein "Security Instrument"). The Property is located at 112 Belvedere Dr, Birmingham, AL 35242 and is further described in the attached legal description.

**increase MORTGAGE FROM \$48,700.00 TO \$88,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS increased BY \$39,300.00.**

Borrower has requested that Wachovia increase the maximum credit limit under the terms of the Debt Instrument and Security Instrument, and Wachovia has agreed to do so.

Grantor hereby agrees that:

1. The Security Instrument is hereby amended to secure the new maximum credit limit of EIGHTY EIGHT THOUSAND DOLLARS U. S. Dollars (\$88,000.00).
2. All other provisions of the Security Instrument shall remain in full force and effect except as specifically modified by this Modification to Open-End Mortgage.

Original Visit Number: 0632890867  
 Visit Number: 0727695759



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

Signed, sealed and delivered in the presence of:

**For Individual Grantors:**

<u>Michael R Frye</u> (Seal)	_____ (Seal)
Grantor Michael R Frye	Grantor
<u>Elma J Frye</u> (Seal)	_____ (Seal)
Grantor Elma J Frye	Grantor
_____ (Seal)	_____ (Seal)
Grantor	Grantor

**For Non-Individual Grantors:**

_____	
Grantor	
By: _____	By: _____
Title: _____	Title: _____
By: _____	By: _____
Title: _____	Title: _____

**For an Individual (on individual's own behalf or as a sole proprietor):**

The State of Alabama )  
Shelby County)

I (name and style of officer) hereby certify that Michael R Frye Elma J Frye , whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 9th day of October, A. D. 2007.

A. B. Judge, etc. (or as the case may be)

Gwynne S Price  
Notary Public

Gwynne S Price  
Notary Public (Printed Name)

**My Commission Expires September 7, 2011**

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*p*

**For a Corporation:**

The State of \_\_\_\_\_ )  
\_\_\_\_\_ County)

I, \_\_\_\_\_ a \_\_\_\_\_  
in and for said County in said State, hereby certify that \_\_\_\_\_,  
whose name as \_\_\_\_\_ of the \_\_\_\_\_,  
a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me  
on this day that, being informed of the contents of the conveyance, he, as such officer and with full  
authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. \_\_\_\_\_.

\_\_\_\_\_  
(Style of Officer)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public (Printed Name)

**For a Partnership:**

The State of \_\_\_\_\_ )  
\_\_\_\_\_ County)

I, \_\_\_\_\_ a \_\_\_\_\_  
in and for said County in said State, hereby certify that \_\_\_\_\_,  
whose name as \_\_\_\_\_ (here state representative capacity) is signed to  
the foregoing conveyance and who is known to me, acknowledged before me on this day that, being  
informed of the contents of the conveyance, he, in his capacity as such \_\_\_\_\_,  
executed the same voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. \_\_\_\_\_.

\_\_\_\_\_  
(Style of Officer)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public (Printed Name)

**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 By Melissa Cassity

Its Its Vice President, Operations Group Leader

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## **SCHEDULE A**

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

LOT 3, ACCORDING TO THE SURVEY OF VILLAS BELVEDERE SURV, AS  
RECORDED IN MAP BOOK 29 PAGE 27A&B, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA.

KNOWN: 112 BELVEDERE DR

PARCEL: 03-8-34-0-015-003-000