

20080307000094350 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
03/07/2008 10:55:24AM FILED/CERT

This Document Prepared By:

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Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
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When Recorded, Return To:

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MODIFICATION TO OPEN-END MORTGAGE

I, J Fletcher Thorington, Betty C Thorington, (herein "Borrower"), who reside at 178 Stratford Cir, Pelham, AL 35124, and the collateral address is 178 Stratford Cir, Pelham, AL 35124 (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 2/5/2008. 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 5/12/2006, which provides for Wachovia to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of \$130,400.00 U. S. Dollars. The Note is secured by an Open-End Mortgage of even date recorded 6/2/2006 in the public land records of SHELBY County, Alabama, at Mortgage Book/Instrument 20060602000261400, Page , Parcel #117363000028106.

decrease MORTGAGE FROM \$130,400.00 TO \$108,300.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS decreased BY \$22,100.00

SEE ATTACHED FOR LEGAL DESCRIPTION

I have requested Wachovia to decrease 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 decreased to the principal sum of one hundred eight thousand three hundred U. S. Dollars (\$108,300.00) ("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:

J Fletcher Thorington [SEAL]
Borrower J Fletcher Thorington

_____[SEAL]
Borrower

Betty C Thorington [SEAL]
Borrower Betty C Thorington

_____[SEAL]
Borrower

_____[SEAL]
Borrower

_____[SEAL]
Borrower

Original Pel Visit Number: 0612395732
Visit Number: 0802996100

State of Alabama
County of Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
J Fletcher Thorington Betty C Thorington

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 5th day of February, 2008.

Benjamin Davis Martin
Notary Public
Benjamin Davis Martin
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 _____

Original Pel Visit Number: 0612395732
Visit Number: 0802996100

X



20060602000261400 6/6 \$221.60
 Shelby Cnty Judge of Probate,AL
 06/02/2006 01:11:11PM FILED/CERT

Borrower(s) Initials: _____

Legal Description

Reference Number: 0612395732

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF PELHAM, IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 05/27/2003 AND RECORDED 05/28/2003 IN INSTRUMENT 2003052800032 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: THE FOLLOWING DESCRIBED PROPERTY SITUATED, LYING AND BEING IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, TO WIT: LOT5, ACCORDING TO THE SURVEY OF STRATFORD PLACE, PHASE IV, AS RECORDED IN MAP BOOK 14, PAGE 69, IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. PARCELID NUMBER: 117363000028106.



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