

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

**When Recorded, Return To:**  
 Scott Fenbert



OSBORNE, KEVIN

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

**MODIFICATION TO OPEN-END MORTGAGE**

I, Kevin Osborne, Jennifer S Osbourne, (herein "Borrower"), who reside at 136 Highland Park Dr, Athens, Ga 30605, and the collateral address is 105 Woodview Circle, Chelsea, AL 35043 (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 4/23/2008. 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 3/31/2006, which provides for Wachovia to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of \$10,000.00 U. S. Dollars. The Note is secured by an Open-End Mortgage of even date recorded 4/24/2006 in the public land records of SHELBY County, Alabama, at Mortgage Book/Instrument 20060424000190940, Page 1-6, Parcel 15 2 09 0 000 004.022.

**increase MORTGAGE FROM \$10,000.00 TO \$31,500.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS increased BY \$21,500.00**

SEE ATTACHED FOR LEGAL DESCRIPTION


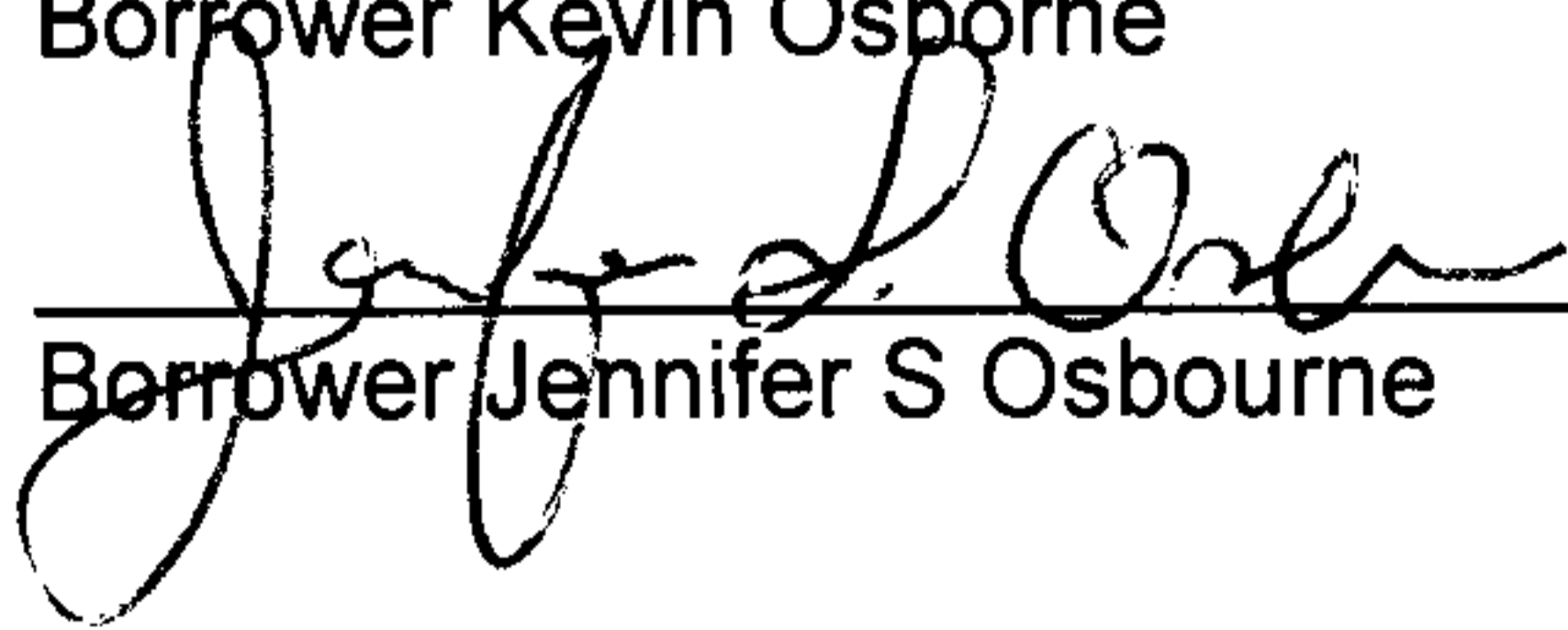
I have requested Wachovia to increase the maximum credit available under the terms of the Note and Open-End Mortgage, and Wachovia has agreed to do so in consideration of and subject to the terms and conditions stated in this Modification to Open-End Mortgage.

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 THIRTY ONE THOUSAND FIVE HUNDRED DOLLARS U. S. Dollars (\$31,500.00) ("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 Kevin Osborne  
 [SEAL]  
 Borrower Jennifer S Osbourne  
 \_\_\_\_\_ [SEAL]  
 Borrower

\_\_\_\_\_ [SEAL]  
 Borrower  
 \_\_\_\_\_ [SEAL]  
 Borrower  
 \_\_\_\_\_ [SEAL]  
 Borrower

Original Pel Visit Number: 0608000116  
 Visit Number: 0809800683

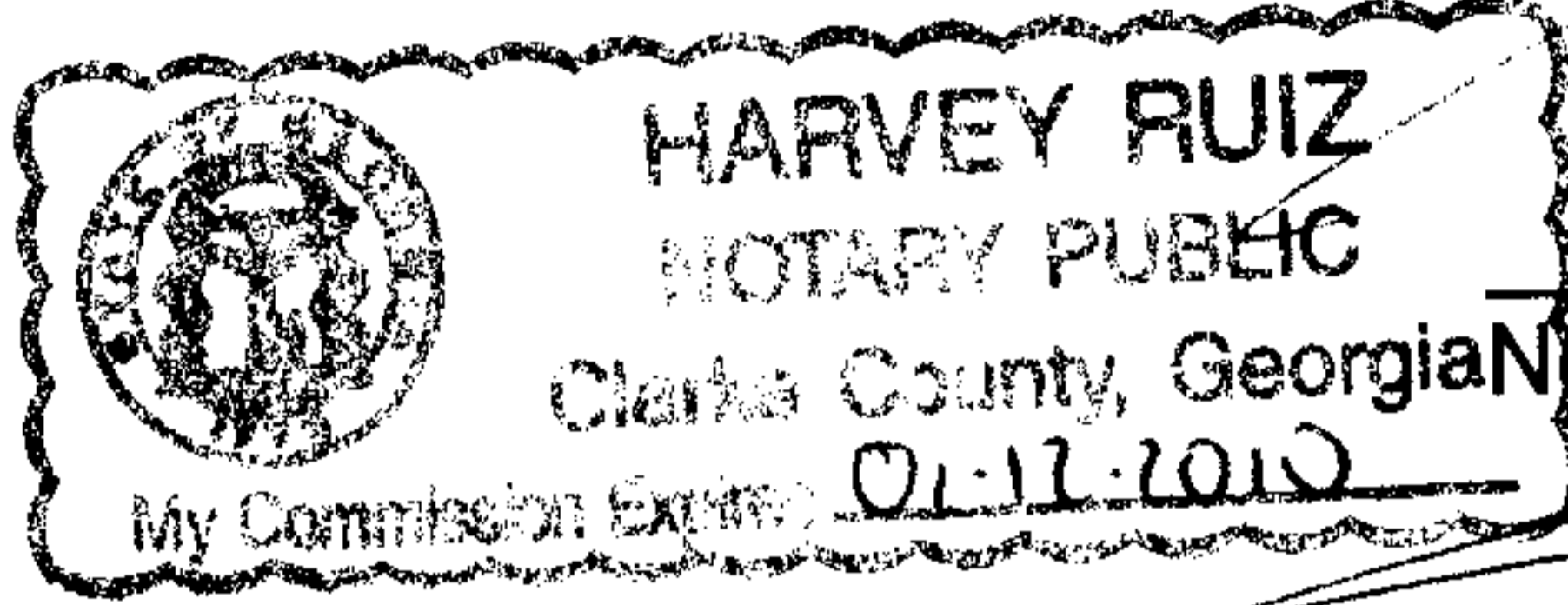
20080610000237160 2/3 \$49.25  
Shelby Cnty Judge of Probate, AL  
06/10/2008 03:53:13PM FILED/CERT

State of GEORGIA  
County of CLAY

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  
Kevin Osborne Jennifer S Osbourne

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 23 day of April, 2008.




[Signature]  
Notary Public (Name Typed or Printed)  
My Commission Expires: 01-12-2010

**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: 0608000116  
Visit Number: 0809800683

  
20080610000237160 3/3 \$49.25  
Shelby Cnty Judge of Probate, AL  
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I151FJS9

## SCHEDULE A

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

LOT 6, ACCORDING TO THE SURVEY OF ASHTON WOODS, PHASE 2, AS  
RECORDED IN MAP BOOK 27 PAGE 97, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

KNOWN: 105 WOODVIEW CIR

PARCEL: 152090000004022