



20080613000240990 1/3 \$117.35
 Shelby Cnty Judge of Probate, AL
 06/13/2008 08:44:26AM FILED/CERT

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



MURRAY, RICHARD J

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

MODIFICATION TO OPEN-END MORTGAGE

I, Richard J Murray Jr, Carrie E Murray, (herein "Borrower"), who reside at 6165 Eagle Point Cir, Birmingham, Al 35242, and the collateral address is 6165 Eagle Point Cir, 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 5/2/2008. 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 6/17/2005, which provides for Wachovia to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of \$83,100.00 U. S. Dollars. The Note is secured by an Open-End Mortgage of even date recorded 7/5/2005 in the public land records of SHELBY County, Alabama, at Mortgage Book/Instrument 20050705000331990, Page 1, Parcel 093070002002053.

increase MORTGAGE FROM \$83,100.00 TO \$150,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS increased BY \$66,900.00

SEE ATTACHED FOR LEGAL DESCRIPTION

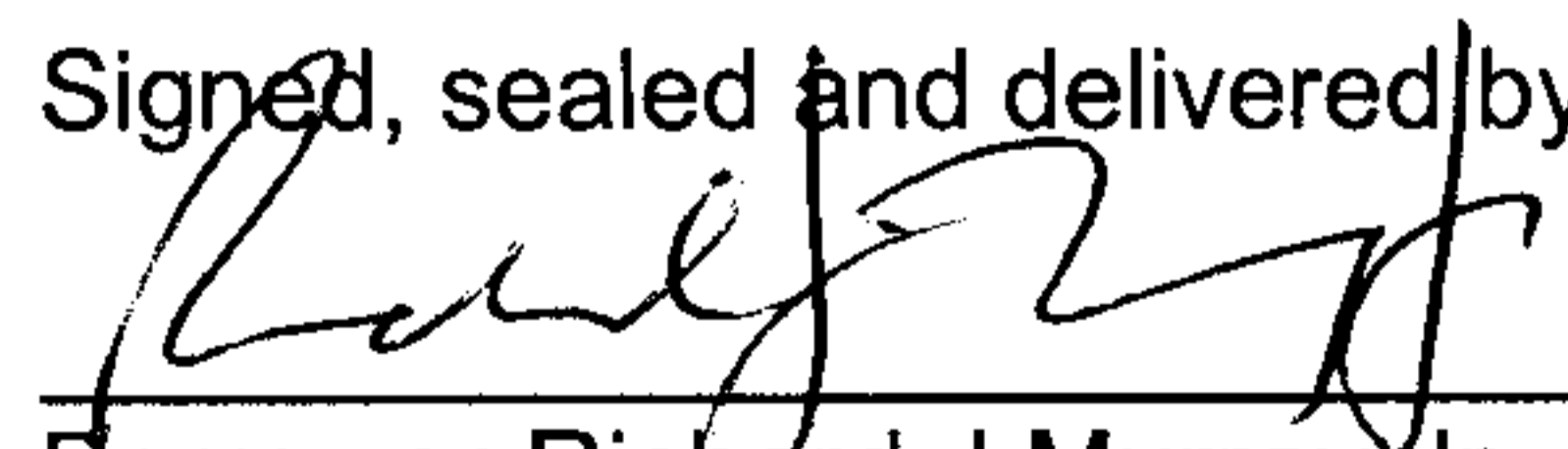
I have requested Wachovia to increase the maximum credit available under the terms of the Note and Open-End Mortgage, and Wachovia has agreed to do so in consideration of and subject to the terms and conditions stated in this Modification to Open-End Mortgage.

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 one hundred and fifty thousand U. S. Dollars (\$150,000.00) ("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 Richard J Murray Jr

 Borrower [SEAL]


 _____ [SEAL]
 Borrower Carrie E Murray

 Borrower [SEAL]

 Borrower [SEAL]

 Borrower [SEAL]

Original Pel Visit Number: 0513601500
 Visit Number: 0811600336

State of ALABAMA

County of JEFFERSON

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
Richard J Murray Jr Carrie E Murray

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 2 day of MAY, 2008.

Matt DiSalvo
Notary Public

MATT DISALVO
Notary Public (Name Typed or Printed)

My Commission Expires: My Commission Expires March 3, 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: 0513601500
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I116FH0R

SCHEDULE A

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

LOT 841, ACCORDING TO THE SURVEY OF EAGLE POINT, AS RECORDED
IN MAP BOOK 24 PAGE 127, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 6165 EAGLE POINT CIR

PARCEL: 093070002002053