



20080929000383210 1/4 \$55.55
Shelby Cnty Judge of Probate, AL
09/29/2008 09:20:23AM FILED/CERT

This Document Prepared By:

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

When Recorded, Return To:



ROBICHAUX, BARRY R

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

MODIFICATION TO OPEN-END MORTGAGE

Barry R Robichaux, Robert P Robichaux, (herein "Grantor"), who reside at 155 Weatherly Way, Pelham, AL 35124, 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 8/18/2008.

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 3/19/2007, which provides for Wachovia to extend credit to Borrower from time to time in an aggregate amount not to exceed the principal sum of \$102,300.00 U. S. Dollars. The Debt Instrument is secured by an Open-End Mortgage of even date recorded on 4/9/2007 in the public land records of SHELBY County, Alabama, at Book/Instrument 20070409000160230, Page 1, Parcel ... (herein "Security Instrument"). The Property is located at 155 Weatherly Way, Pelham, AL 35124 and is further described in the attached legal description.

increase MORTGAGE FROM \$102,300.00 TO \$126,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS increased BY \$23,700.00.

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 One Hundred And Twenty Six Thousand Dollars U. S. Dollars (\$126,000.00).
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: 0703790449
Visit Number: 0820697027

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:

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For Individual Grantors:

<u>Barry R. Robichaux</u> (Seal)	_____ (Seal)
Grantor Barry R Robichaux	Grantor
<u>Robert P. Robichaux</u> (Seal)	_____ (Seal)
Grantor Robert P Robichaux	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 Barry R Robichaux Robert P Robichaux , 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 18 day of August, A. D. 2008.

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

Elizabeth Leigh Russell
Notary Public

Elizabeth Leigh Russell
Notary Public (Printed Name)

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For a Corporation:

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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 _____

Its _____

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I210FBZ2

SCHEDULE A

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

LOT 170, ACCORDING TO THE SURVEY OF WEATHERLY SECTOR 2, PHASE
2, AS RECORDED IN MAP BOOK 14 PAGE 73, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

KNOWN: 155 WEATHERLY WAY

PARCEL: 14-9-29-0-000-001-028