

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

**When Recorded, Return To:**  
 Wendy Fink  
 Wachovia Bank, National Association  
 Retail Credit Servicing  
 P. O. Box 50010  
 Roanoke, VA 24022

**MODIFICATION TO OPEN-END MORTGAGE**

I, Brahma P Sani, Husband Alice C Sani, Wife, (herein "Borrower"), who reside at 124 Skyline Cir, Indian Springs, AL 35124, and the collateral address is 124 Skyline Cir, Indian Springs, 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 9/26/2008. 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 9/16/2005, which provides for Wachovia to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of \$100,000.00 U. S. Dollars. The Note is secured by an Open-End Mortgage of even date recorded 9/30/2005 in the public land records of SHELBY County, Alabama, at Mortgage Book/Instrument-2005093000510440, Page 1-6, Parcel 10-4-20-0-001-050.007.

**increase MORTGAGE FROM \$100,000.00 TO \$152,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS increased BY \$52,000.00**

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 FIFTY TWO THOUSAND U. S. Dollars (\$152,000.00) ("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 Brahma P Sani

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

 [SEAL]  
 Borrower Alice C Sani

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

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

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

Original Pel Visit Number: 0524501214  
 Visit Number: 0823200291

20081010000400920 2/3 \$95.00  
Shelby Cnty Judge of Probate, AL  
10/10/2008 10:53:59AM FILED/CERT

State of Alabama

County of Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  
Brahma P Sani Alice C Sani

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 26<sup>th</sup> day of September, 2008.

Doris Hinds  
Notary Public

Doris Hinds  
Notary Public (Name Typed or Printed)

My Commission Expires: 07-25-2009

**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: 0524501214  
Visit Number: 0823200291

X

**LEGAL DESCRIPTION**  
**VISIT: 0524501214**

  
20081010000400920 3/3 \$95.00  
Shelby Cnty Judge of Probate, AL  
10/10/2008 10:53:59AM FILED/CERT

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF INDIAN SPRINGS IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 05/09/1988 AND RECORDED 05/10/1988 IN BOOK 183 PAGE 737 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: LOT 7 ACCORDING TO THE SURVEY OF SKYLNE ESTATES THIRD SECTOR AS RECORDED IN MAP BOOK 9 PAGE 99 AND B I IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA BEING SITUATED IN SHELBY COUNTY, ALABAMA MINERAL AND MINING RIGHTS EXCEPTED PARCEL ID NUMBER: 10-4-20-0-001-05 0.007.

JD