

12/31
WHEN RECORDED MAIL TO:
AmSouth Bank
Helena Office
4915 Highway 17
Helena, AL 35080

20023121219230
070499694646

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 30, 2002, is made and executed between PAUL R LUTZ, whose address is 1201 HIGHWAY 93, HELENA, AL 35080 and JOYCE LUTZ, whose address is 1201 HIGHWAY 93, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 27, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON DECEMBER 8, 2001 IN SHELBY COUNTY INST# 2001-53527; AND MODIFIED ON DECEMBER 30, 2002.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

SR THAT PART OF NE 1/4 OF NE 1/4 OF HURRICANE CREEK, SECTION 34, TOWNSHIP 20, RANGE 4 W, 20 A (BEING THE SAME PROPERTY CONVEYED BY THE STATE OF ALABAMA TO GEORGE LUTZ ON JULY 28, 1948, UNDER NUMBER 13671 AND RECORDED IN THE RECORDS OF SHELBY COUNTY, ALABAMA, IN DEED BOOK 210, PAGE 599)

The Real Property or its address is commonly known as 1201 HIGHWAY 93, HELENA, AL 35080.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$70,000.00 to \$170,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 30, 2002.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X Paul R. Lutz (Seal)
PAUL R LUTZ, Individually

X Joyce Lutz (Seal)
JOYCE LUTZ, Individually

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: WILLIAMENIA ROBINSON
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

20030110000020880 Pg 2/2 164.00
Shelby Cnty Judge of Probate, AL
01/10/2003 13:53:00 FILED/CERTIFIED

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PAUL R LUTZ and JOYCE LUTZ, husband and wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of December, 2002.
Sheila Sue Ward
Notary Public

My commission expires Feb. 05, 2006

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 5, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AmSouth Bank a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said , he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of December, 2002.
Sheila Sue Ward
Notary Public

My commission expires Feb. 05, 2006

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 5, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS