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Shelby Cnty Judge of Probate, AL
02/15/2005 09:55:00 FILED/CERTIFIED

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 6th day of January, 2005, on behalf of A. Stanley Benz and Spouse, Carol C. Benz (hereinafter called the "Mortgagor") and National Bank of Commerce of Birmingham, a national banking association (the "Lender").

RECITALS

By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Inst 20031003000667270 to secure indebtedness in the original principal amount of \$250,000.00 (the "Mortgage") the Mortgagor granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT "A"

- A. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. A. Stanley Benz and Carol C. Benz (hereinafter called "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Eight Hundred Thousand Dollars and no/100-----(\$800,000.00) (the "Credit Limit") under a certain open-end line of credit established by the lender for Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, date January 6, 2005 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

2. Paragraph C. of the Mortgage is hereby modified to read:

C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with

residential real property or interests therein. Therefore, under Sections 40-22-2 (1) b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$800,000.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

3. Except as modified herein, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and years first above written.

BY: A. Stanley Benz
A. Stanley Benz

BY: Carol C. Benz
Carol C. Benz

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM

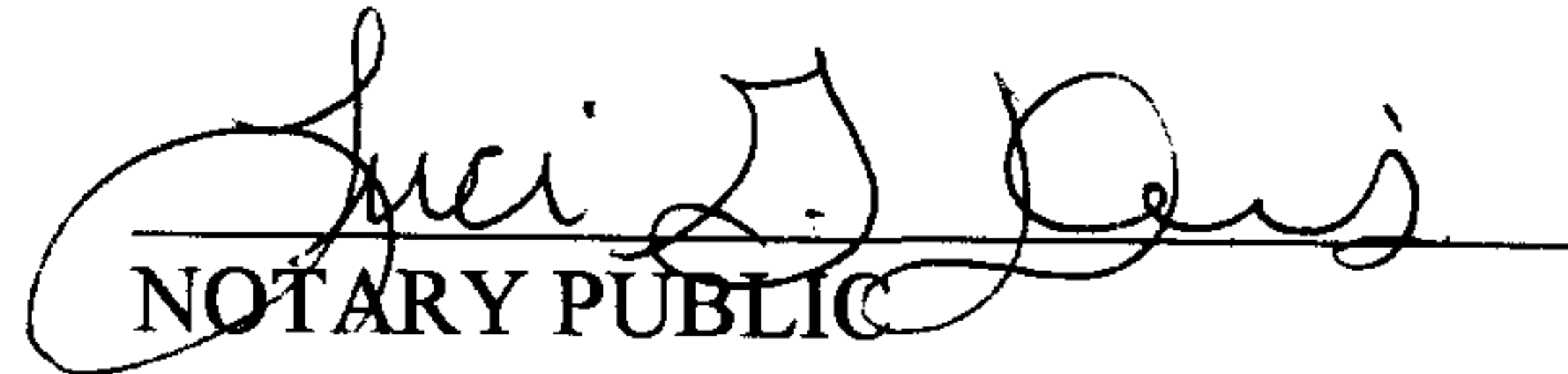
BY: Mary G. Hand
ITS: Vice President

**THIS AMENDMENT SECURES ADDITIONAL INDEBTEDNESS IN THE
AMOUNT OF \$550,000.00.**

STATE OF ALABAMA)
COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that A. Stanley Benz and Carol C. Benz whose names are signed to the foregoing instrument, and who are known to me, acknowledged before on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 6 day of January, 2005.


NOTARY PUBLIC

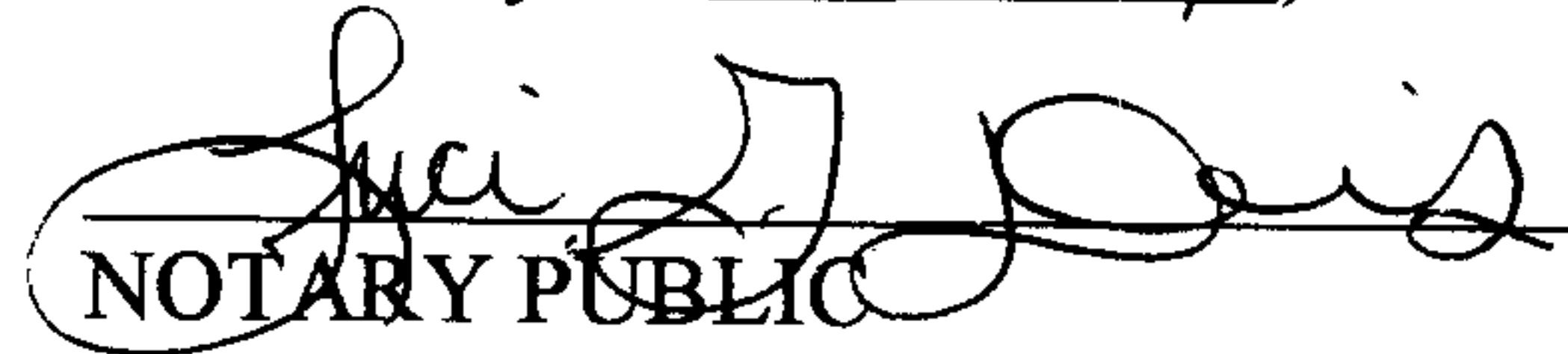
AFFIX SEAL

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Apr 8, 2007
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that MARY Jo HAND whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer, and with full authority, executed the same voluntarily for as the act of said banking association.

Given under my hand and official seal this 6th day of January, 2005.


NOTARY PUBLIC

AFFIX SEAL

My commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Apr 8, 2007
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Candice Bearden
National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, Alabama 35202-0686

EXHIBIT "A"

A parcel of land located in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows:

Begin at the Northeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5; thence run South 89°59'53" West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 1308.02 feet to the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run South 00°55'18" East along the West line of said W $\frac{1}{2}$ of the SE $\frac{1}{4}$ a distance of 1965.72 feet to a point on the centerline of Shelby County Highway No. 438; thence run Southeasterly along said highway to the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 5, the following bearings and distances: South 67°43'10" East a distance of 39.08 feet; South 66°33'12" East a distance of 117.00 feet; South 64°03'14" East a distance of 178.07 feet; South 60°42'53" East a distance of 147.28 feet; South 54°13'23" East a distance of 118.53 feet; South 49°28'10" East a distance of 65.60 feet; South 51°21'14" East a distance of 90.05 feet; South 57°59'44" East a distance of 105.44 feet; South 60°48'14" East, a distance of 88.36 feet; South 50°49'24" East a distance of 53.02 feet; South 41°22'53" East a distance of 50.56 feet; South 41°14'01" East a distance of 51.05 feet; South 47°58'13" East a distance of 52.69 feet; South 60°11'02" East a distance of 73.00 feet; South 69°23'09" East a distance of 111.32 feet to a point on the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 5; thence run South 89°38'31" East along said South line a distance of 184.36 feet to the Southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 5; thence run North 00°41'24" West along the East line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 1330.68 feet to the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run North 00°56'02" West along the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 1335.32 feet to the point of beginning.

LESS AND EXCEPT any part of subject property lying within County right of way.

Situated in Shelby County, Alabama.