20051118000602030 1/3 $116.00
Shelby Cnty Judge of Probate,AL
11/18/2005 09:58:12AM FILED/CERT

WHEN RECORDED MAIL TO:

LUTZ, JOE P AKA LUTZ

Record and Return To:
Integrated Loan Services
600-A N John Rodes Blvd.
Melbourne, FL 32934

2052390171148 0
0704996946 46

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 26, 2005, is made and executed between JOE P. LUTZ, A/K/A JOE PAUL LUTZ A/K/A PAUL 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 12/08/2001-53527 INST # 2001-53527 AND MODIFIED DECEMBER 30, 2002 RECORDED 01/10/2003 20030110000020880 2 PAGES AND MODIFIED 10-26-2005 IN SHELBY COUNTY, ALABAMA.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

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 $170,000 to $234,000.

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 endorsers 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 OCTOBER 26, 2005.

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 Joe P. Lutz (Seal)
JOE P. LUTZ

X Joyce Lutz (Seal)
JOYCE LUTZ

LENDER:

AMSOUTH BANK

X Carolin E. Hutchins (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JOE P. 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 26 **day of** October, 2005.

Ellen Glenesia James
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 4, 2008

My commission expires _____

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 Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 26 **day of** October, 2005.

Ellen Glenesia James
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 4, 2008

My commission expires _____

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SCHEDULE "A"

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 4 WEST; THENCE RUN EAST ALONG THE SOUTH SECTION LINE ON AN AZIMUTH OF 90°33' A DISTANCE OF 221.66 FEET TO A POINT ON THE EASTERLY R.O.W. OF SOUTHERN RAILROAD AND THE POINT OF BEGINNING; THENCE PROCEED ALONG THE PREVIOUS COURSE 120.84 FEET TO THE WESTERLY R.O.W. OF SHELBY COUNTY, HIGHWAY #93 AND BEING ON A SEGMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 33°09' AND A RADIUS OF 550.0 FEET; THENCE NORTHEASTERLY ALONG THE R.O.W. ON AN ARC OF 318.2 FEET TO THE P.T., THENCE AN AZIMUTH OF 44°33' NORTHEASTERLY ALONG STRAIGHT R.O.W 908.7 FEET TO THE P.C. OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 1°09' AND A RADIUS OF 19.323 FEET; THENCE ALONG THE ARC 385.42 FEET TO A POINT ON THE EAST LINE OF SW ¼ OF SW ¼, THENCE AN AZIMUTH OF 00°32'18" NORTH ALONG SAID EAST LINE 92.92 FEET TO THE NORTHEAST CORNER OF SAID ¼-1/4; THENCE AN AZIMUTH OF 270°00' WEST ALONG THE NORTH LINE OF SAID ¼-1/4 LINE 287.51 FEET TO A POINT ON THE EASTERLY R.O.W. OF SAID SOUTHERN RAILROAD ON A SEGMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 22°32'38" AND A RADIUS OF 1161.0 FEET; THENCE SOUTHWESTERLY ALONG SAID R.O.W. AND ARC 456.8 FEET TO THE P.T.; THENCE ON AZIMUTH OF 216°12'40" SOUTHWESTERLY ALONG THE STRAIGHT R.O.W. 1111.58 FEET TO THE POINT OF BEGINNING, SAID PARCEL 1 CONTAINS 4.3 ACRES MORE OR LESS.

KNOWN: 1201 HIGHWAY 93

PARCEL: 126230000008001