

MORTGAGE FILING PRIVILEGE TAXES HAVE BEEN PREVIOUSLY PAID ON INDEBTEDNESS IN THE AMOUNT OF \$1,387.65 IN CONNECTION WITH THAT CERTAIN MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES DATED MARCH 30, 2000, RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NUMBER 2000-10575, AND WITH THE JUDGE OF PROBATE OF JEFFERSON COUNTY (BESSEMER DIVISION), ALABAMA AS INSTRUMENT NUMBER 200060-9989 BESS.

STATE OF ALABAMA)
COUNTY OF SHELBY)

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES**

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") dated as of September 24, 2001, is entered into by COVENANT CLASSICAL SCHOOLS, LLC, a member managed Alabama limited liability company ("CCS"), whose address for notice purposes is 25 Southlake Lane, Hoover, Alabama 35244, COVENANT CLASSICAL SCHOOL VALLEYDALE ROAD, LLC, a member managed Alabama limited liability company ("CCSVR") also doing business as Covenant Classical School Valleydale Road, L.L.C., whose address for notice purposes is 25 Southlake Lane, Hoover, Alabama 35244, and COVENANT CLASSICAL SCHOOL OF TRACE CROSSING, LLC, a manager managed Alabama limited liability company ("CCSTC"), whose address for notice purposes is 5390 Magnolia Trace, Hoover, Alabama 35244 (CCS, CCSVR and CCSTC are sometimes hereinafter referred to, jointly, severally and collectively, as "Borrowers"), and FIRST COMMERCIAL BANK, a banking corporation organized under the laws of the State of Alabama ("Lender"), whose address for notice purposes is 800 Shades Creek Parkway, P.O. Box 11746, Birmingham, Alabama 35209, Attention: Fred R. Elliot.

Recitals

A. Borrowers have heretofore executed in favor of Lender a Mortgage, Security Agreement and Assignment of Rents and Leases dated March 30, 2000, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as instrument number 2000-10575 and in the office of the Judge of Probate of Jefferson County (Bessemer Division), Alabama as Instrument Number 200060/9989 BESS (the "Mortgage").

B. The Mortgage secures, among other things, a loan in the initial principal amount of \$870,040 (the "Loan"), as evidenced by Borrowers' Promissory Note dated May 30, 2000 (the "Note").

C. Borrowers have applied to Lender to (i) increase the outstanding balance of the Loan, as evidenced by the Note, by \$555,895.20, (ii) change the interest rate on the Note and (iii) change the amount of the remaining installments under the Note.

10/02/2001-42396
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CH 24.00

Inst # 2001-42396

D. Lender has required, among other things, as a condition to such changes, modifications and amendments to the Loan, as evidenced by the Note, the execution of this Amendment by Borrowers.

Agreement

NOW, THEREFORE, in consideration of the premises, the respective agreements set forth in this Amendment and other good and valuable consideration, and in order to induce Lender to change, modify and amend the Loan, as evidenced by the Note, Borrowers and Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein shall have the respective meanings attributed thereto in the Mortgage.

2. The Mortgage shall be, and it is hereby, amended to secure, and shall secure, any and all sums becoming due and payable under the Note, as amended by that certain First Amendment to Promissory Note, Pledge Agreement and Security Agreements dated of even date herewith entered into by Borrowers and Lender (the "First Amendment Agreement"). In order to further evidence such amendment (i) the Mortgage is hereby amended to include in the term Obligations, all amounts of principal or interest becoming due and payable on the Note, as amended by the First Amendment Agreement, and (ii) each reference in the Mortgage to the "Loan" or the "Note" shall be deemed to refer to the Loan or the Note, as amended by the First Amendment Agreement.

3. Borrowers hereby represent and warrant that the Property (as defined in the Mortgage) is, and shall remain, free of all mortgages, liens, security interests, assignments and encumbrances other than the Mortgage.

4. Except as hereby expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms. This Amendment is not intended to be or create, nor shall it be construed as, a novation or an accord and satisfaction of the debts secured by the Mortgage. This Amendment is intended solely to recognize the amendment of the Loan, as evidenced by the Note, and there is no intention on the part of Borrowers or Lender to destroy, satisfy, release, extinguish or discharge the lien evidenced by the Mortgage.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed in its name and on its behalf by its duly authorized officer all as of the date first set forth above.

**COVENANT CLASSICAL SCHOOLS,
LLC**

Witness

By: _____

Richard N. Vest, CEO

**COVENANT CLASSICAL SCHOOL
VALLEYDALE ROAD, LLC**

Jennifer K. Salazar
Witness

By: [Signature]
Richard N. Vest, CEO

**COVENANT CLASSICAL SCHOOL OF
TRACE CROSSING, LLC**

Jennifer K. Salazar
Witness

By: [Signature]
Richard N. Vest, CEO

FIRST COMMERCIAL BANK

Jennifer K. Salazar
Witness

By: [Signature]
Fred R. Elliot, ~~Assistant~~ Vice
President

STATE OF ALABAMA)

Jefferson **COUNTY)**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Richard N. Vest**, whose name as CEO of **Covenant Classical Schools, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such CEO and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 24th day of September, 2001

[Signature]
Notary Public
My Commission Expires: 12/3/03

[SEAL]

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Richard N. Vest**, whose name as CEO of **Covenant Classical School Valleydale Road, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such CEO and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 24th day of September, 2001.

Richard N. Vest
Notary Public
My Commission Expires: 12/3/03

[SEAL]

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Richard N. Vest**, whose name as CEO of **Covenant Classical School of Trace Crossing, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as CEO and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and official seal this the 24th day of September, 2001.

Richard N. Vest
NOTARY PUBLIC
My Commission Expires: 12/3/03


[SEAL]

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Fred R. Elliot**, whose name as ~~Assistant~~ Vice President of **First Commercial Bank**, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this the 24th day of September, 2001.


NOTARY PUBLIC
My Commission Expires: 12/3/03

[SEAL]

This instrument prepared by:

Herbert Harold West, Jr.
CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL
700 Park Place Tower
2001 Park Place North
Birmingham, Alabama 35203-4804
(205) 716-5200

State of Alabama - Jefferson County

I certify this instrument filed on:

2001 OCT 01 A.M. 08:22

Recorded and \$ 833.85 Mtg. Tax

and \$ Deed Tax and Fee Amt.

\$ 14.50 Total \$ 848.35

MICHAEL F. BOLIN, Judge of Probate



200162/8727 BESS

Inst # 2001-42396

5 10/02/2001-42396
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