

AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT, made and entered into the 25th day of February, 2002, is by and between **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender") and **MEADOW BROOK BAPTIST CHURCH, INC.**, an Alabama Nonprofit Corporation (hereinafter, collectively referred to as "Borrower").

RECITALS:

Borrower is justly indebted to Lender pursuant to a loan in the principal sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$3,500,000.00 dated May 11, 2000, payable to Lender in installments with interest thereon (hereinafter referred to as the "Note"). The Note is further evidenced by a certain Agreement Not to Encumber or Transfer Real Property dated May 11, 2000, recorded at Inst. #2000-15772 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amended and Restated Agreement Not to Encumber or Transfer Real Property dated of even date herewith (hereinafter referred to as the "Agreement Not to Encumber") and further evidenced and secured by a certain Assignment of Rents and Leases dated May 11, 2000, recorded at Inst. No. 2000-15773 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Assignment of Rents").

The parties are desirous of amending said Assignment of Rents.

AGREEMENT


NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The Assignment of Rents is hereby amended to increase the indebtedness due Lender in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00). Any reference to indebtedness or Loan shall mean the sum of Four Million and No/100 Dollars (\$4,000,000.00).
2. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
3. Except as herein amended, the Assignment of Rents shall remain in full force and effect, and the Assignment of Rents, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Assignment of Rents.

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

LENDER:

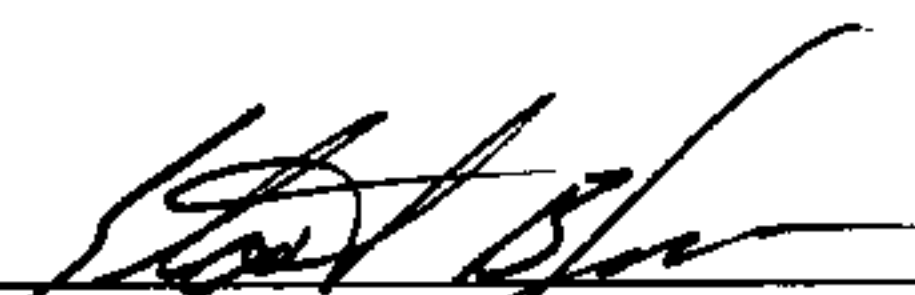
FIRST COMMERCIAL BANK, a State Bank

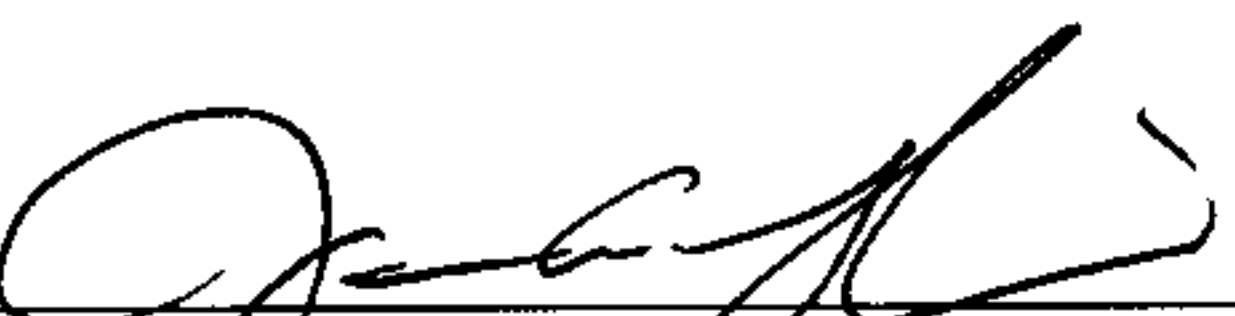
By:  [SEAL]
Paul M. Schabacker
Its First Vice President

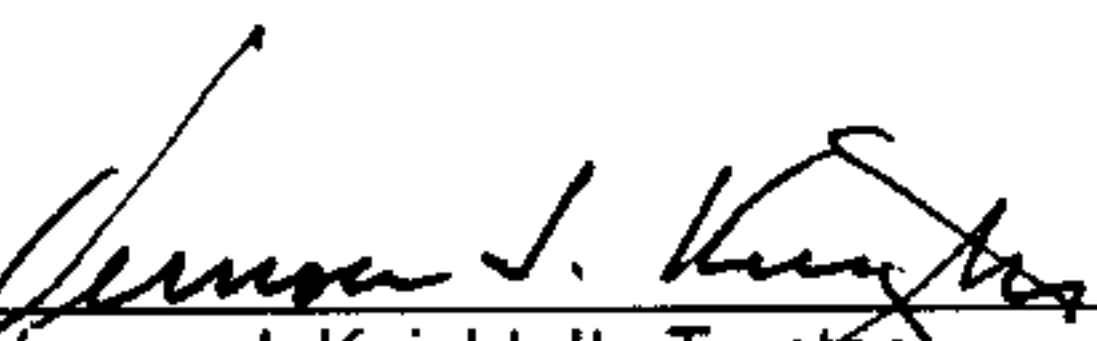
Inst # 2002-09896
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SHELBY COUNTY JUDGE OF PROBATE
005 CH 26.00

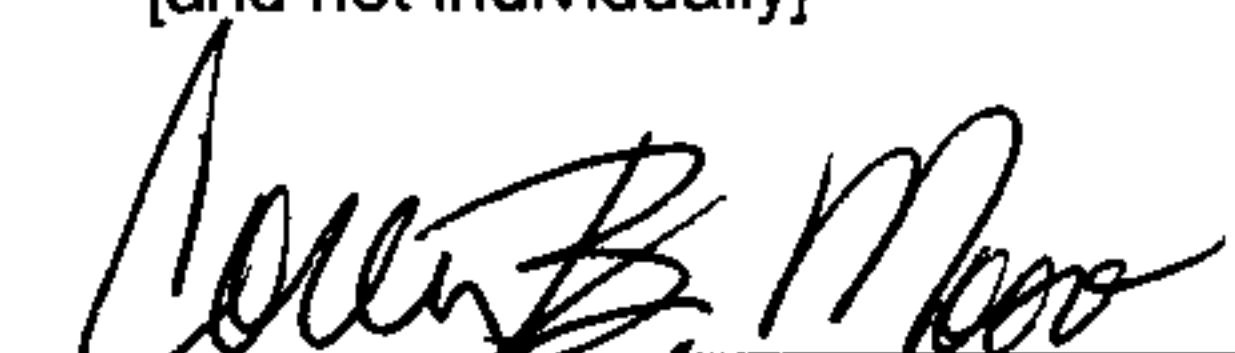
BORROWER:

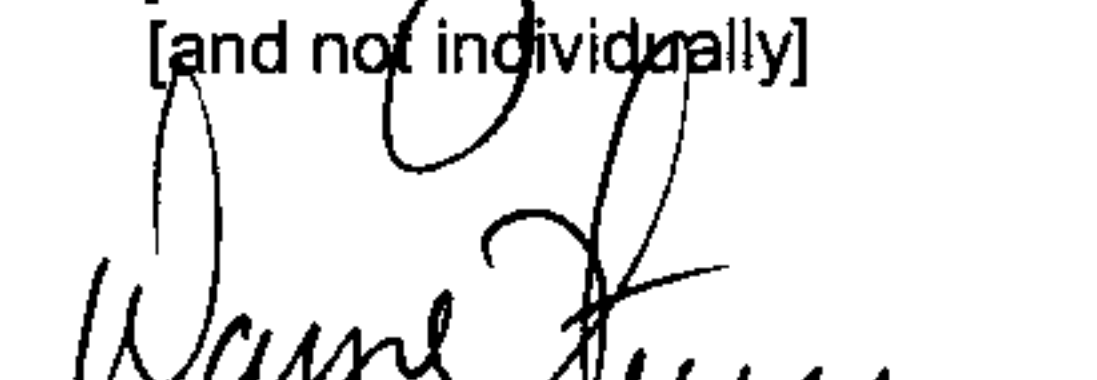
MEADOW BROOK BAPTIST CHURCH, INC., an
Alabama Nonprofit Corporation

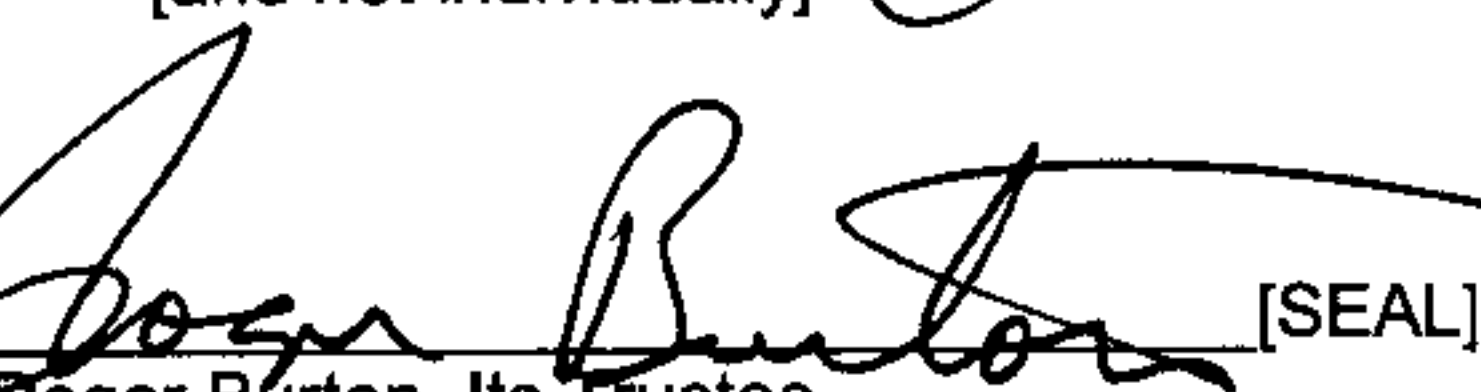
By:  [SEAL]
Stephen B. Jones, Its Chairman and Trustee
[and not individually]

By:  [SEAL]
Jason A. Shamblin, Its Trustee
[and not individually]

By:  [SEAL]
Vernon J. Knight, Its Trustee
[and not individually]

By:  [SEAL]
Corey B. Moore, Its Trustee
[and not individually]

By:  [SEAL]
Wayne Fleming, Its Trustee
[and not individually]

By:  [SEAL]
Roger Burton, Its Trustee
[and not individually]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Stephen B. Jones, whose name as Chairman and Trustee of **MEADOWBROOK BAPTIST CHURCH, INC.**, an Alabama Nonprofit Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, he as such trustee and with full authority being informed of the contents of said instrument, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 25 day of February, 2002.

[NOTARIAL SEAL]


NOTARY PUBLIC

My Commission Expires: 12/28/03

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Jason A. Shamblin, whose name as Trustee of **MEADOWBROOK BAPTIST CHURCH, INC.**, an Alabama Nonprofit Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, he as such trustee and with full authority being informed of the contents of said instrument, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 25 day of February, 2002.

[NOTARIAL SEAL]


NOTARY PUBLIC

My Commission Expires: 12/28/03

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Vernon J. Knight, whose name as Trustee of **MEADOWBROOK BAPTIST CHURCH, INC.**, an Alabama Nonprofit Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, he as such trustee and with full authority being informed of the contents of said instrument, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 25 day of February, 2002.

[NOTARIAL SEAL]


NOTARY PUBLIC

My Commission Expires: 12/28/03

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Corey B. Moore, whose name as Trustee of **MEADOWBROOK BAPTIST CHURCH, INC.**, an Alabama Nonprofit Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, he as such trustee and with full authority being informed of the contents of said instrument, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 25 day of February, 2002.

[NOTARIAL SEAL]


NOTARY PUBLIC

My Commission Expires: 12/28/03

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Wayne Fleming, whose name as Trustee of **MEADOWBROOK BAPTIST CHURCH, INC.**, an Alabama Nonprofit Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, he as such trustee and with full authority being informed of the contents of said instrument, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 25 day of February, 2002.

[NOTARIAL SEAL]


NOTARY PUBLIC

My Commission Expires: 12/28/03

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Roger Burton, whose name as Trustee of **MEADOWBROOK BAPTIST CHURCH, INC.**, an Alabama Nonprofit Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, he as such trustee and with full authority being informed of the contents of said instrument, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 25 day of February, 2002.

[NOTARIAL SEAL]


NOTARY PUBLIC

My Commission Expires: 12/28/03

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Paul M. Schabacker, whose name as First Vice President of **FIRST COMMERCIAL BANK**, a State Bank, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, he as such officer and with full authority being informed of the contents of said instrument, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 25 day of February, 2002.

[NOTARIAL SEAL]


NOTARY PUBLIC

My Commission Expires: 12/28/03

This Instrument Prepared By:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
(205) 879-5959

Inst # 2002-09896

02/28/2002-09896

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SHELBY COUNTY JUDGE OF PROBATE

005 CH 26.00