

This instrument prepared by:
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This instrument to be cross-
indexed with the Mortgage and
Security Agreement recorded in
Instrument #2001-25446

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
("Second Amendment") is made and entered into effective as of the 10th day of June, 2003, by
INVERNESS VINEYARD CHURCH, an Alabama non-profit corporation ("Mortgagor"), and
COLONIAL BANK, an Alabama banking corporation ("Mortgagee").

WHEREAS, Mortgagor and Mortgagee executed a certain Mortgage and Security Agreement
dated as of the 19th day of June, 2001 (the "Original Mortgage"), which Original Mortgage was recorded
in Instrument #2001-25446 in the Office of the Judge of Probate of Shelby County, Alabama, on June 20,
2001; and

WHEREAS, as of the 13th day of December, 2001, the Original Mortgage was amended by that
certain First Amendment to Mortgage and Security Agreement dated as of December 13, 2001, entered
into between Mortgagor and Mortgagee (the "First Amendment"), which First Amendment was recorded
in the Office of the Judge of Probate of Shelby County, Alabama, on December 21, 2001, in Instrument
#2001-56369, and provided for an increase in the principal amount of the Loan secured by the Original
Mortgage from \$400,000.00 to \$620,000.00 (the Original Mortgage as amended by the First Amendment
being herein referred to as the "Mortgage") (all capitalized terms used but not otherwise defined herein
shall have the respective meanings ascribed to them in the Mortgage); and

WHEREAS, Mortgagor has requested that Mortgagee loan to Mortgagor additional funds in the
amount of \$15,000.00 (the "Additional Loan Amount") and, concurrently herewith, Mortgagor and
Mortgagee are amending certain of the Loan Documents, including, without limitation, the Loan

Agreement and the Note (as heretofore amended and restated), in order to provide for the lending of the Additional Loan Amount, such Additional Loan Amount to be included as a part of the Loan secured by, among other things, the Mortgage, so that the principal amount of the Loan shall be increased from \$620,000.00 to \$635,000.00; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage in order to increase the principal indebtedness secured by the Mortgage from \$620,000.00 to \$635,000.00 as provided for hereinafter.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee agree that the Mortgage is hereby amended as follows:

1. The term "Loan" as used in the Mortgage shall be deemed to mean the loan from the Mortgagee to the Mortgagor in the maximum principal amount of \$635,000.00, and, in furtherance of the foregoing, the words "Six Hundred Twenty Thousand and No/100 Dollars" (originally "Four Hundred Thousand and No/100 Dollars") and the number "\$620,000.00" (originally "\$400,000.00") are deleted in all places where such words or numbers are used in the Mortgage, and, in their respective places, the words "Six Hundred Thirty-Five Thousand and No/100 Dollars" and the number "\$620,000.00" are hereby substituted in lieu thereof.

2. Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers and Mortgagee has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

MORTGAGOR:

INVERNESS VINEYARD CHURCH

By: Elgie E Justice Jr
Its: President

By: Donna S. Hays
Its: Secretary

MORTGAGEE:

COLONIAL BANK

By: Jeri Pearson
Its: Assistant Vice President

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Elgie E. Justice, Jr., whose name as President of Inverness Vineyard Church, an Alabama non-profit 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.

Given under my hand and official seal this 12th day of June, 2003.

(SEAL)

Robin Lynn
Notary Public
My Commission Expires: 9-1-04

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kenneth S. Harper, whose name as Secretary of Inverness Vineyard Church, an Alabama non-profit 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.

Given under my hand and official seal this 12th day of June, 2003.

(SEAL)

Melany J. Justice
Notary Public
My Commission Expires: 5-1-06

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lauren, whose name as Assistant Vice President of Colonial 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 12 day of June, 2003.

(SEAL)

Lauren
Notary Public
My Commission Expires: 7/27/3