

STATE OF ALABAMA)

SHELBY COUNTY)

**MODIFICATION OF
MORTGAGE NOTE AND MORTGAGE**

THIS MODIFICATION OF NOTE AND MORTGAGE is made this 11th day of February, 2005, by and between **Christian Life Church of The Assemblies of God, Inc.**, (hereafter the "Mortgagor") and **Union Planters Bank N.A.**, (the "Mortgagee/Assignee").

WITNESSETH:

WHEREAS, on August 31, 2004 **Christian Life Church of The Assemblies of God, Inc.**, an Alabama non-profit corporation executed that certain Mortgage Note in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) in favor of Union Planters Bank, N.A., (the "Note"); and

WHEREAS, on August 31, 2004 **Christian Life Church of The Assemblies of God, Inc.**, an Alabama non-profit corporation executed that certain Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama on September 10, 2004 instrument number 20040910000503190 in favor of Union Planters Bank N.A. (the Mortgagee); and

WHEREAS, the parties desire to amend and modify the Mortgage Note and Mortgage to change the face principal amount to Seven Hundred Thousand and 00/100 Dollars (\$700,000.00); and

NOW, THEREFORE, for \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All references in the Mortgage Note and Mortgage shall mean and refer also to the Modification of Mortgage Note and Mortgage.

2. All references in the Mortgage Note and Mortgage shall mean and refer to the amount of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) instead of the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

3. Except as expressly provided herein, each and every other provision of the Mortgage

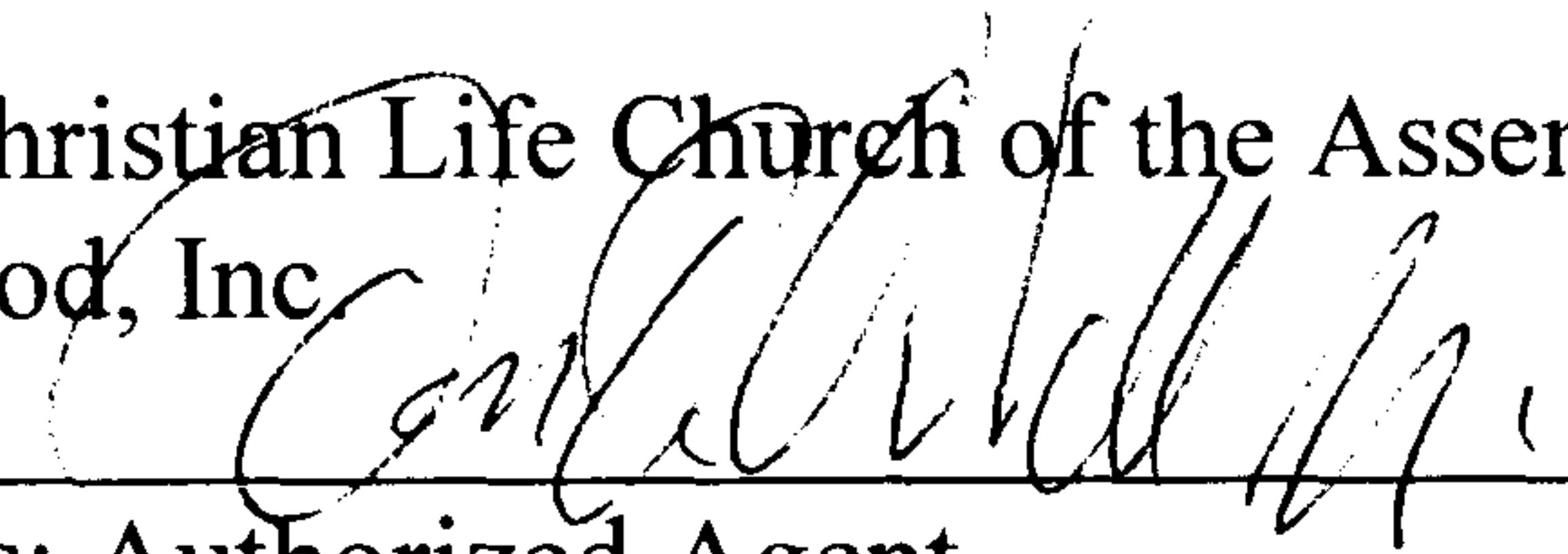
Note and Mortgage shall remain in full force and effect.

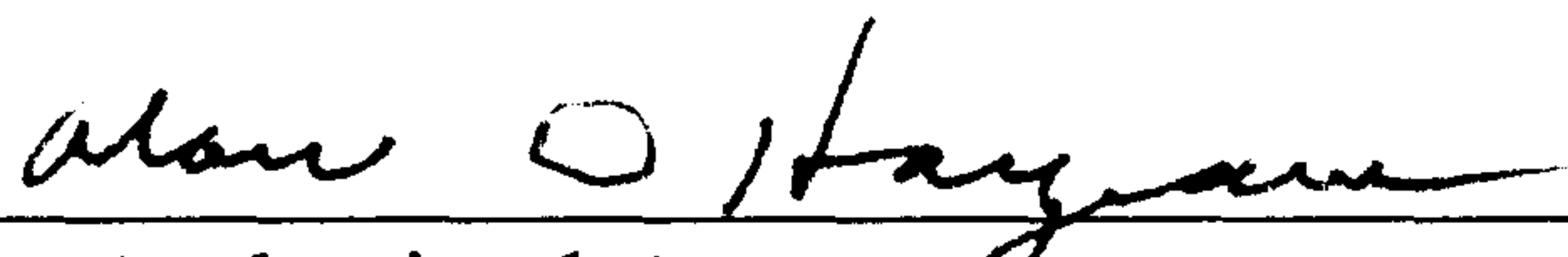
4. This Modification of Mortgage Note and Mortgage may be executed in counterparts, which when taken together shall constitute one original.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Modification of Mortgage Note and Mortgage to be duly executed and effective as of the date first written above.

MORTGAGOR:

Christian Life Church of the Assemblies of
God, Inc.


Its: Authorized Agent


Its: Authorized Agent

Its: Authorized Agent

Its: Authorized Agent

MORTGAGEE

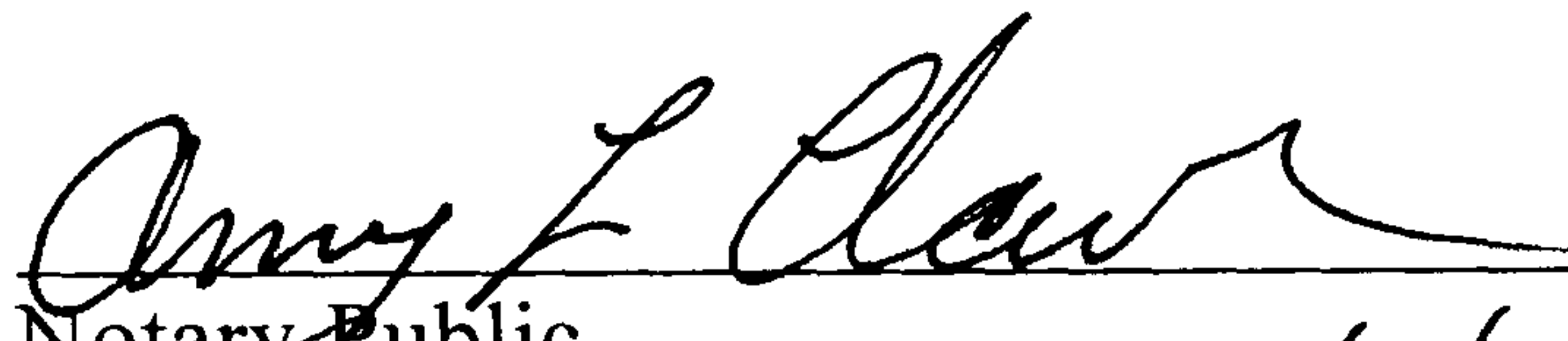

Union Planters Bank N.A.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that the Authorized Agents of Christian Life Church of the Assemblies of God, Inc. 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 instrument, they, as such Trustee and with full authority, executed the same voluntarily as the act of the corporation.

Given under my hand and official seal this the 11th day of February, 2005.



Notary Public
My commission expires: 8/1/05

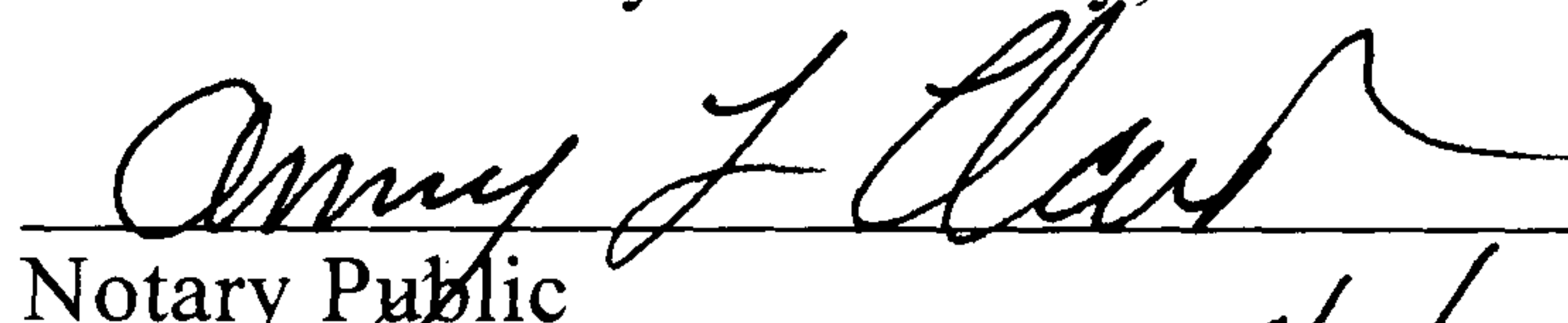
Affix Seal

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that the Authorized Agents of Union Planters Bank N.A. is 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 instrument, they, as such Trustee and with full authority, executed the same voluntarily as the act of the corporation.

Given under my hand and official seal this the 11th day of February, 2005..



Notary Public
My commission expires: 8/1/05

Affix Seal