

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, made as of the 14 day of February, 1989, by and between ROBERT N. CLAYTON, DOUG VAN NATTER, and JAMES L. MOORE, as Trustees for the Family Faith Center Church of God ("Borrowers") and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Lender").

R E C I T A L S:

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A. The then Trustees of the Family Faith Center Church of God executed and delivered to Lender a Mortgage and Security Agreement dated September 16, 1988, recorded in Book 204, Page 859, of the Probate Office of Shelby County, Alabama, as security for a note of even date therewith in the principal sum of Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00) (the "Mortgage"). The Borrowers are the current Trustees of the Family Faith Center Church of God, and, acting in such capacity, the Borrowers have requested an additional loan from Lender, and Lender has agreed to make such loan provided that the Mortgage is further amended to secure such additional loan.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Burr Forman
3000 Southtrust Tower

1. The term "Note" as used in the Mortgage shall hereafter refer to the original note described therein, as the same has been modified by that certain note modification agreement dated as of February 14, 1989 to increase the principal amount thereof to Three Hundred Thousand and No/100 Dollars (\$300,000.00), and the Mortgage shall secure such note, as so increased and modified, and all indebtedness thereunder, and shall secure all extensions, renewals, modifications, and amendments hereafter made, and the conveyance contained in the Mortgage shall not become null and void until, in addition to payment of the indebtedness and satisfaction of the conditions presently set forth, the further condition that the increased indebtedness described in the Note, as so increased and modified, is also paid in full.

2. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrowers, in their capacity as Trustees for the Family Faith Center Church of God, confirm that they have no defenses or offsets with respect to their obligations pursuant to the Mortgage as herein amended.

IN WITNESS WHEREOF, the Borrowers, in their capacity as Trustees for the Family Faith Center Church of God, have executed this Agreement and the Lender has caused this

Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

LENDER:

SOUTHTRUST BANK OF ALABAMA,
National Association

By: [Signature]
Its: Commercial Loan Officer

MAKERS:

FAMILY FAITH CENTER CHURCH OF GOD

[Signature] Trustee
Robert N. Clayton, as Trustee for
the Family Faith Center Church of
God

[Signature] Trustee
Doug Van Natter, as Trustee for
the Family Faith Center Church of
God

[Signature] Trustee
James L. Moore, as Trustee for
the Family Faith Center Church of
God

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert N. Clayton, whose name as Trustee of the Family Faith Center Church of God is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14 day of February, 1989.

[Signature]
Notary Public

My Commission Expires: My Commission Expires July 23, 1990

STATE OF ALABAMA)
JEFFERSON COUNTY)

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that Doug Van Natter, whose name as Trustee of the Family Faith Center Church of God is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14 day of February, 1989.

Beverly Baker Benson
Notary Public
My Commission Expires July 23, 1990

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that James L. Moore, whose name as Trustee of the Family Faith Center Church of God is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14 day of February, 1989.

Beverly Baker Benson
Notary Public
My Commission Expires July 23, 1990

1. Doc. Tax \$ 45.00
2. Mig. Tax 10.00
3. Recording Fee 1.00
4. Indexing Fee 56.00
TOTAL

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

89 FEB 15 PM 2:43

- 4 - Thomas A. Sherrill, Jr.
JUDGE OF PROBATE (1)