

AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on March 31, 1997 by **CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC.** (hereinafter "Borrower") in favor of **AMSOUTH BANK** (formerly known as **AMSOUTH BANK OF ALABAMA**) (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1997-10677 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$900,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,350.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$90,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$900,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$90,000.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the Debt evidenced by the \$900,000.00 Note executed on March 31, 1997 and all interest thereon, and all extensions and renewals thereof, but also the \$90,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 25th day of February, 1998.

**CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES
OF GOD, INC.**

By: [Signature]
(Its Authorized Agent)

By: [Signature]
(Its Authorized Agent)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that G. R. Langford and Joe L. Smith whose name as Authorized Agents of CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC., a corporation, 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 agents and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 25 day of February, 1998.

[Signature]
NOTARY PUBLIC
My Commission Expires: _____

MY COMMISSION EXPIRES APRIL 1, 2001

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

EXHIBIT "A"
TO
AMENDMENT
to
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
AFFIDAVIT AND AGREEMENT

Borrower: CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC.
Lender: AMSOUTH BANK OF ALABAMA

A tract of land situated in the SW 1/4 of the SW 1/4 and the Northwest diagonal 1/2 of the SE 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described by metes and bounds as follows:

Commence at the southwest corner of the SW 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 2 west, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 833.64' to an existing steel pin marking the southernmost corner of Lot 13, of the Survey of Indian Valley, First Sector, as recorded in Map Book 5, on Page 43, in the Office of the Judge of Probate of Shelby County, Alabama and the point of beginning of the property being described; Thence continue along last described course a distance of 391.41' (measured) to an existing steel pin on the northwesterly margin of Shelby County Highway No. 17 (aka, Valleydale Road); thence turn a deflection angle of 49 degrees 15 minutes 58 seconds to the left and run northeasterly along the said margin of said Highway No. 17 a distance of 934.05' (measured) to an existing concrete highway monument marking the P.C. (point of curvature) of a curve to the right having a radius of 1,469.21' and being subtended by a central angle of 2 degrees 29 minutes 09 seconds; thence continue northeasterly along the arc of said curve an arc distance of 62.03' to an existing steel pin; thence turn a deflection angle of 73 degrees 24 minutes 24 seconds to the left from tangent and run north-northwesterly a distance of 227.28' (measured) to an existing steel pin corner; thence turn a deflection angle of 105 degrees 34 minutes 40 seconds to the left and run southwesterly along the back lot lines of lots 4 to 13, in block 1, of said Indian Valley, First Sector, subdivision, a distance of 1,328.28' (measured) to the point of beginning.

CERTIFICATE OF RESOLUTIONS
OF
CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC.

I, the undersigned, do hereby certify that I am the Secretary of **CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC.**, a corporation, (hereinafter the "Church") and that the following is a true copy of resolutions duly adopted by a majority of the trustees of said **CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC.** at a meeting thereof duly called after ten days notice to each trustee/directors and held on the 25 day of Feb., 1998, and two thirds of the members of the Church at a meeting duly called for such purpose:

RESOLVED: that it is to the best interests of this Church to enter into arrangements with **AMSOUTH BANK OF ALABAMA** herein designated as "Secured Party", providing for \$990,000.00 of financing accommodation to be extended to this Church by said Secured Party and for the creation of security interests in favor of Secured Party upon this Church's present and future tangible or intangible property; and further

RESOLVED: That the trustees/directors or any one of them, (hereinafter "Authorized Agents") is hereby authorized and empowered to make, execute, and deliver in the name of this Church a renewal note, amendment to mortgage, or agreements with Secured Party, and any renewals, amendments or modifications thereof or of the prior obligations of the Church to Secured Party, and that the Authorized Agent of this Church, and any person whom this Church may from time to time designate, is hereby authorized and empowered to make, execute, and deliver to Secured Party in the name of this Church any and all such assignments, pledges, endorsements, transfers, and other documents and instruments, and to do all such acts, as may be appropriate to consummate transactions between this Church and Secured Party pursuant to such renewal note, renewal notes, amendment to mortgage, or agreements; and further

RESOLVED: That all acts and transactions of the Authorized Agents of this Church and of any such mortgagee, designees, done in execution or performance of any such note, renewal notes, mortgage, security agreement and of transactions thereunder, are hereby ratified and approved.

I further certify that the Certificate of Incorporation, By-Laws, and the rules and regulation of said Church contain no provisions requiring a vote or consent of any person other than the trustees of the Church to authorize the action set forth in the foregoing resolutions, and

that said resolutions are and remain in full force and effect.

I do further certify that the following persons are those of trustees/directors and Authorized Agents of the Church authorized and empowered by the foregoing resolution to act for the Church:

[Signature]

[Signature]

[Signature]

[Signature]

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of said Church, this ____ day of February, 1998.

Secretary

The foregoing is hereby approved and confirmed:

Rev Danny DuVall -- Pastor

Chair of Trustee Board

Inst # 1998-08223