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**FIRST AMENDMENT TO PROMISSORY NOTE, MORTGAGE  
AND SECURITY AGREEMENT  
AND OTHER LOAN DOCUMENTS**

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STATE OF ALABAMA                     )  
COUNTY OF SHELBY                 )

**THIS FIRST AMENDMENT TO PROMISSORY NOTE, MORTGAGE AND SECURITY AGREEMENT and OTHER LOAN DOCUMENTS** (this "Amendment") is entered into as of October 21<sup>st</sup>, 1998 by and between New Life Assembly of God, Inc. (hereinafter sometimes referred to for convenience as the "Mortgagor" or the "Borrower") and **Highland Bank** (hereinafter sometimes referred to for convenience as the "Mortgagee" or the "Bank").

**RECITALS:**

A. On or about May 22, 1998 the Bank made a loan (for convenience, the said loan, as increased hereby, is hereinafter referred to as the "Loan") to Borrower, and in connection therewith the Borrower executed to the order of the Bank that certain Promissory Note in the principal amount of \$500,000.00 dated May 22, 1998 (the "Note"). The unpaid principal balance of said Note is currently \$433,983.57.

B. As security for the Loan and the Note, the Mortgagor executed in favor of the Mortgagee (i) that certain Future Advance Mortgage and Security Agreement (the "Mortgage") dated May 22, 1998 covering among other collateral the property described in Exhibit A attached hereto, which Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 1998-19198 and (ii) those certain UCC-1 Financing Statements (the

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"Financing Statements") recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 1998-19199 and in the Office of the Secretary of State of the State of Alabama at File No. B 98-22943 FS.

C. At the time of execution of the Note and the Mortgage the Borrower also executed a Loan Agreement (Construction and Term Financing) (hereinafter referred to for convenience as the "Loan Agreement") and various other agreements, documents, and instruments (for convenience the Note, the Mortgage, the Loan Agreement, the Financing Statements, the other agreements, documents, and instruments executed in connection with the Loan, this Amendment, the amended Promissory Note executed simultaneously herewith and all other documents executed in connection with this Amendment are, for convenience, hereinafter referred to collectively as the "Loan Documents").

D. Borrower has requested that the Lender increase the maximum principal amount of the Loan by \$50,000.00, from \$500,000.00 to \$550,000.00, and Lender has agreed to such request provided the Borrower executes this Amendment.

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, the parties hereto hereby amend the Loan Documents as follows:

1. The amount of the Loan (as defined in the Note, the Mortgage, the Loan Agreement, and the other Loan Documents), the principal amount of the Note, and the Principal Amount as defined in the Loan Agreement are increased by \$50,000.00, from \$500,000.00 to

\$550,000.00. All references in the Loan Documents to \$500,000.00, whether in words or in numbers, are hereby amended to be \$550,000.00, and all other provisions of the Loan Documents are amended, mutatis mutandis.

2. To further evidence the increase in the principal amount of the Loan contemplated by this Agreement, Borrower is, concurrently with the execution of this Agreement, executing and delivering to the Bank an amended Promissory Note in the amount of \$550,000.00. The original Promissory Note shall not be deemed cancelled or paid, but shall be marked "Replaced by amended Promissory Note on October 27, 1998" and shall be held in the Bank's files until the Loan and all amounts due under the Loan Documents are paid in full. Whenever any of the Loan Documents refer to the Note or Promissory Note or any similar reference, such term shall be deemed to include both the original Promissory Note and the amended Promissory Note executed and delivered by Borrower to the Bank concurrently with the execution of this Agreement.

3. Without limiting the generality of the provisions of the Mortgage as to the indebtedness secured by the Mortgage, it is specifically understood and agreed that the Mortgage and the Financing Statements secure the amended Promissory Note executed simultaneously herewith in the amount of \$550,000.00.

4. The Borrower hereby represents, warrants, covenants and agrees that (i) the unpaid principal balance of the Loan on the date hereof is \$433,983.57 and (ii) its obligations for repayment of the Loan and the Note and all other amounts due under the Note and all other Loan Documents executed by the Borrower are not diminished or in any way affected by the execution or performance of this Amendment or the transactions contemplated hereby.

5. The Borrower hereby ratifies and affirms the validity, effectiveness, and enforceability of each of the Loan Documents, as amended hereby.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

NEW LIFE ASSEMBLY OF GOD, INC.

BY: David F. Wooten  
David F. Wooten, Senior Pastor and President

BY: Margaret Walker  
Margaret Walker, Secretary

BY: Gary W. Walton  
Gary W. Walton, Trustee

HIGHLAND BANK

By: Pat Rogers  
Its: Asst. V.P.

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David F. Wooten whose name as the Senior Pastor and President of NEW LIFE ASSEMBLY OF GOD, INC., 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 the 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 this 26<sup>th</sup> day of October, 1998.

Catherine M. Miller  
Notary Public  
My Commission Expires: 11-2-02

STATE OF ALABAMA  
JEFFERSON COUNTY

)  
)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Margaret Walker** whose name as the Secretary of **NEW LIFE ASSEMBLY OF GOD, INC.**, 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 the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 21<sup>st</sup> day of October, 1998.

*Catherine M. Mills*

Notary Public

My Commission Expires: 11-2-02

STATE OF ALABAMA  
JEFFERSON COUNTY

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Gary W. Walton** whose name as Trustee of **NEW LIFE ASSEMBLY OF GOD, INC.**, 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 the 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 this 27<sup>th</sup> day of October, 1998.

*Catherine M. Mills*

Notary Public

My Commission Expires: 11-2-02



STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON            )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Z. Rogers whose name as the AVP of **HIGHLAND BANK** 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 the 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 this 27<sup>th</sup> day of October, 1998.

Catherine M. Mills  
Notary Public  
My Commission Expires: 11-2-02

NOTARIAL SEAL

**THIS INSTRUMENT PREPARED BY:**

James E. Vann, Esquire  
Johnston & Conwell, L.L.C.  
800 Shades Creek Parkway  
Suite 325  
Birmingham, AL 35209  
(205) 414-1212

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