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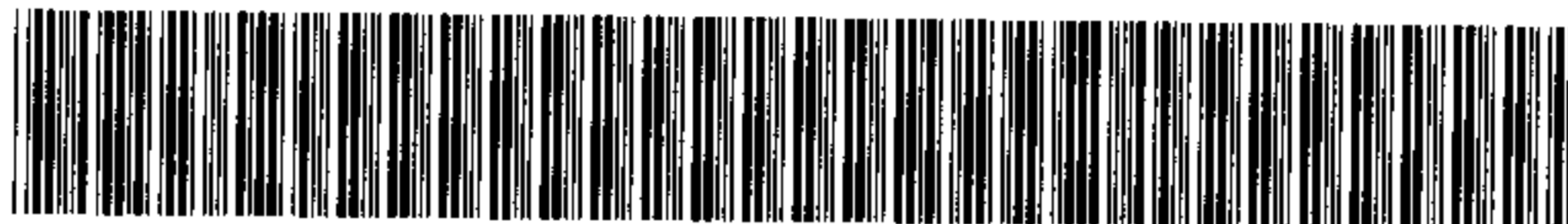
WHEN RECORDED MAIL TO:

REGIONS BANK
COLUMBIANA
255 WEST COLLEGE STREET
COLUMBIANA, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC4800000000000111397000000

THIS MODIFICATION OF MORTGAGE dated April 30, 2001, is made and executed between BETHEL BAPTIST CHURCH, whose address is 55 HIGHWAY 49; , COLUMBIANA, AL 35051-3835; A CORPORATION (referred to below as "Grantor") and REGIONS BANK, whose address is 255 WEST COLLEGE STREET, COLUMBIANA, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 7, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Real estate mortgage dated 04/07/1999 in the original amount of \$1,173,204.39 and recorded in Instrument #199916554.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 55 HIGHWAY 49; , COLUMBIANA, AL 35051-3885.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

increase principal amount of loan from \$1,173,204.39 to \$1,915,615.95.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 30, 2001. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

BETHEL BAPTIST CHURCH

By: Kenneth Moore (Seal)
Kenneth Moore, Trustee of BETHEL BAPTIST CHURCH

By: Emory Gowers (Seal)
Emory Gowers, Trustee of BETHEL BAPTIST CHURCH

By: Doyce Armstrong (Seal)
Doyce Armstrong, Trustee of BETHEL BAPTIST CHURCH

LENDER:

x Billy L. Jones (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kelli Sartain
Address: 417 North 20th Street
City, State, ZIP: Birmingham, AL 35203

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Kenneth Moore, Trustee; Doyce Armstrong, Trustee; and Emory Gowers, Trustee**, a corporation, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30 day of April, 2001.

[Signature]
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ a corporation, is signed to the foregoing _____ and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, he or she, 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 _____ day of _____, 20____.

Notary Public

My commission expires _____

EXHIBIT A

SCHEDULE A CONTINUED
LEGAL DESCRIPTIONPARCEL I:

Begin at the NW corner of the SW 1/4 of the NE 1/4, Section 7, Township 21 South, Range 1 East, being a capped pipe found; thence run Easterly along the North boundary of said 1/4-1/4 for 75.71 feet to the point of intersection with a ditch; thence turn the following deflection angles and run the following distances along said ditch; thence turn 69 degrees 23 minutes 45 seconds right and run 18.19 feet; thence turn 8 degrees 30 minutes 17 seconds left and run 32.12 feet; thence turn 7 degrees 24 minutes 57 seconds right and run 61.37 feet; thence turn 6 degrees 30 minutes 34 seconds right and run 145.87 feet; thence 14 degrees 17 minutes 58 seconds left and run 51.18 feet; thence turn 2 degrees 52 minutes 07 seconds right and run 67.13 feet; thence turn 1 degree 05 minutes 44 seconds right and run 102.33 feet; thence turn 43 degrees 08 minutes 17 seconds left and run 28.30 feet; thence turn 26 degrees 08 minutes 43 seconds right and run 39.08 feet; thence turn 4 degrees 12 minutes 44 seconds right and run 42.78 feet; thence turn 5 degrees 37 minutes 31 seconds right and run 79.16 feet to the point of intersection of said ditch with the NW right of way line of Alabama Highway No. 25; thence turn an angle of 77 degrees 22 minutes 31 seconds to the right and run Southwesterly along said right of way, being along a curve to the left, having a radius of 2897.79 feet and a central angle of 3 degrees 57 minutes 16 seconds, for an arc distance of 200.00 feet to a point; thence turn an angle of 90 degrees to the right, from the tangent to the curve, and leaving said right of way run NW for 258.60 feet to the point of intersection with a ditch; thence turn the following deflection angles and run the following distances along said ditch; thence turn 128 degrees 10 minutes 16 seconds left and run 92.90 feet; thence turn 48 degrees 22 minutes 57 seconds right and run 42.59 feet; thence turn 29 degrees 32 minutes 08 seconds right and run 45.24 feet; thence turn 10 degrees 05 minutes 57 seconds right and run 63.07 feet; thence turn 52 degrees 04 minutes 45 seconds right and run 80.12 feet; thence turn 52 degrees 57 minutes 56 seconds left and run 52.92 feet; thence turn 36 degrees 07 minutes 14 seconds right and run 53.30 feet; thence turn 24 degrees 18 minutes 29 seconds right and run 86.98 feet; thence turn 12 degrees 08 minutes 32 seconds right and run 80.70 feet; thence turn 61 degrees 21 minutes 56 seconds left and run 102.31 feet; thence turn 48 degrees 51 minutes 19 seconds right and run 31.74 feet; thence turn 60 degrees 09 minutes 27 seconds right and run 55.86 feet; thence turn 42 degrees 46 minutes 41 seconds left and run 50.60 feet; thence turn 57 degrees 57 minutes 22 seconds left and run 51.71 feet; thence turn 22 degrees 04 minutes 21 seconds left and run 57.52 feet; thence turn 0 degrees 49 minutes right and run 69.60 feet; thence turn 10 degrees 49 minutes 23 seconds right and run 38.12 feet; thence turn 72 degrees 19 minutes 59 seconds right and run 31.33 feet; thence turn 68 degrees 53 minutes 46 seconds left and run 47.04 feet; thence turn 4 degrees 39 minutes 20 seconds right and run 84.17 feet; thence turn 5 degrees 24 minutes 57 seconds right and run 93.89 feet; thence turn 27 degrees 26 minutes 27 seconds right and run 53.42 feet; thence turn 49 degrees 51 minutes 37 seconds right and run 42.87 feet; thence turn 42 degrees 45 minutes 21 seconds left and run 65.22 feet; thence turn 22 degrees 43 minutes 31 seconds left and run 66.27 feet; thence turn 5 degrees 46 minutes 36 seconds right and run 44.27 feet; thence turn 36 degrees 30 minutes 59 seconds left and run 61.22 feet; thence turn 11 degrees 20 minutes 19 seconds right and run 74.89 feet; thence turn 46 degrees 04 minutes 54 seconds left and run 39.65 feet; thence turn 48 degrees 46 minutes 47 seconds right and run 43.34 feet; thence turn 51 degrees 09 minutes 51 seconds right and run 30.25 feet to the point of intersection with the North boundary line of the SE 1/4 of the NW 1/4, Section 7, Township 21 South, Range 1 East; thence turn an angle of 111 degrees 27 minutes 11 seconds to the right and run Easterly along said 1/4-1/4 line for 1178.09 feet to the point of beginning. Said parcel of land is lying in the SE 1/4 of NW 1/4 and the SW 1/4 of NE 1/4, Section 7, Township 21 South, Range 1 East, Shelby County, Alabama. In accordance with survey, dated February 1, 1994, of John Gary Ray, P.E. and L.S. No. 12295.

CONTINUED

Schedule A-Page 2- Commitment No. SS-99-6175

STEWART TITLE[®]
GUARANTY COMPANY

EXHIBIT A

SCHEDULE A CONTINUED
PAGE 3PARCEL II:

All of the following described property lying West of Shelby County Highway 49, more particularly described as a part of the SW 1/4 of NE 1/4 of Section 7, Township 21 South, Range 1 East, described as beginning at a point on the west line of said Columbiana-Wilsonville Highway about 50 feet west of the northeast corner of said forty acres and running southwesterly along said highway 402 feet to the point of beginning; thence northwest 365 feet, more or less, to a point on the north line of said forty acres; thence west 518 feet to a small branch; thence southerly along the meanderings of said branch (crossing the Chelsea road) about 700 feet to the NW line of said highway; thence northeasterly along said highway 1153.03 feet, more or less to point of beginning, LESS AND EXCEPT THE BETHEL CHURCH LOT, being more particularly described as follows: A part of the SW 1/4 of NE 1/4 of Section 7, Township 21, Range 1 East, more particularly described as commencing at the northwest corner of NE 1/4 of NE 1/4 of section 7, Township 21, Range 1 East and run south 2 degrees 45 minutes east 1263.40 feet; thence turn an angle to the left and run south 51 degrees 12 minutes west 996.25 feet to point of beginning of lot herein excepted; thence run north 47 degrees 21 minutes west 294.80 feet; thence run south 55 degrees 45 minutes west 130.70 feet; thence run south 49 degrees 12 minutes east 317.82 feet; thence run north 46 degrees 01 minute east along north right of way line of Columbiana-Wilsonville Highway a distance of 86.78 feet to point of beginning of said exception.

PARCEL III:

Seven-eighths (7/8) of an acre of land on the East side of a little branch and then when said branch turns into large branch and north of Wilsonville-Columbiana Road on which lot or parcel of land, Bethel Baptist Church is to be erected. Said seven-eighths (7/8) of an acre being a part of the SW 1/4 of NE 1/4 of Section 7, Township 21, Range 1 East, Shelby County, Alabama.

Schedule A-Page 3-Commitment No. SS-99-6175-A

Inst # 2001-19197

05/11/2001-19197
12:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 1133.75**STEWART TITLE®**
GUARANTY COMPANY