

This instrument prepared by:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
P. O. Box 55727
Birmingham, Alabama 35255-5727

This instrument to be cross-
indexed with the Mortgage and
Security Agreement recorded in
Instrument #2001-25446

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("First Amendment"), made and entered into effective as of the 13th day of December, 2001, by **INVERNESS VINEYARD CHURCH**, an Alabama non-profit corporation ("Mortgagor"), and **COLONIAL BANK**, an Alabama banking corporation ("Mortgagee").

WHEREAS, Mortgagor and Mortgagee executed a certain Mortgage and Security Agreement dated as of the 19th day of June, 2001 (the "Mortgage"), and the Mortgage was recorded in Instrument #2001-25446 in the Office of the Judge of Probate of Shelby County, Alabama, on June 20, 2001 (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Mortgage); and

WHEREAS, Mortgagor has requested that Mortgagee loan additional funds to Mortgagor and, concurrently herewith, Mortgagor and Mortgagee are amending certain of the Loan Documents, including, without limitation, the Loan Agreement and the Note, in order to provide for an increase of \$220,000.00 in the amount of the Loan secured by, among other things, the Mortgage, so that the principal amount of the Loan shall be increased from \$400,000.00 to \$620,000.00; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage in order to increase the principal indebtedness secured by the Mortgage from \$400,000.00 to \$620,000.00 as provided for hereinafter.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee agree that the Mortgage is hereby amended as follows:

1. The term "Loan" as used in the Mortgage shall be deemed to mean the loan from the Mortgagee to the Mortgagor in the maximum principal amount of \$620,000.00 (instead of \$400,000.00), and,

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in furtherance of the foregoing, the words "Four Hundred Thousand and No/100 Dollars" and the number "\$400,000.00" are deleted in all places where such words or numbers are used in the Mortgage, and, in their respective places, the words "Six Hundred Twenty Thousand and No/100 Dollars" and the number "\$620,000.00" are hereby inserted in lieu thereof.

2. Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers and Mortgagee has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

MORTGAGOR:

INVERNESS VINEYARD CHURCH

By: Elgie E. Tustan
Its: President

By: Kenneth S. Hayer
Its: Secretary

MORTGAGEE:

COLONIAL BANK

By: Bascone J. Amabile
Its: Vice President

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Elgie E. Justice, Jr., whose name as President of Inverness Vineyard Church, an Alabama non-profit corporation, 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 said 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 and official seal this 13th day of December, 2001.

(SEAL)

Robin Lynne
Notary Public

My Commission Expires: 9-1-04

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kenneth S. Harper, whose name as Secretary of Inverness Vineyard Church, an Alabama non-profit corporation, 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 said 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 and official seal this 13th day of December, 2001.

(SEAL)

Robin Lynne
Notary Public

My Commission Expires: 9-1-04

STATE OF ALABAMA)
COUNTY OF St. Clair)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Boscom Venable, whose name as Vice President of Colonial Bank, an Alabama banking corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 13th day of December, 2001.

(SEAL)

Kristin Kelley
Notary Public

My Commission Expires: 8-31-03

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