

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

This instrument is to be cross-  
indexed with the Assignment of  
Rents and Leases recorded in  
Instrument #2001-25447

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES**

**THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES** is made and entered into effective as of the 13th day of December, 2001, by **INVERNESS VINEYARD CHURCH**, an Alabama non-profit corporation (the "Borrower"), and **COLONIAL BANK**, an Alabama banking corporation (the "Lender").

**WHEREAS**, as of the 19th day of June, 2001, Borrower executed and delivered to the Lender an Assignment of Rents and Leases ("Assignment"), which Assignment was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #2001-25447 on June 20, 2001 (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Assignment); and

**WHEREAS**, Borrower has requested that Lender loan additional funds to Borrower and, concurrently herewith, Borrower and Lender 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 Assignment, so that the principal amount of the Loan shall be increased from \$400,000.00 to \$620,000.00; and

**WHEREAS**, Borrower and Lender desire to amend the Assignment in order to increase the amount of principal indebtedness secured thereby from \$400,000.00 to \$620,000.00.

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

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

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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 Assignment, 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 and conditions of the Assignment are hereby ratified and affirmed.

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

**BORROWER:**

INVERNESS VINEYARD CHURCH

By: Elgie E. Justice Jr.  
Its: President

By: Samuel S. Haysen  
Its: Secretary

**LENDER:**

COLONIAL BANK

By: Bascom Wendle  
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 18th day of December, 2001.

(SEAL)

Robert C. Lyna  
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)

Robert C. Harper  
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 Bascom 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 Kelly  
Notary Public  
My Commission Expires: 8-31-03

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