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Shelby Cnty Judge of Probate, AL  
07/18/2003 14:34:00 FILED/CERTIFIED

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     )

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

**THIS SECOND AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES** (“Second Amendment”) is made and entered into effective as of the 10th day of June, 2003, by **INVERNESS VINEYARD CHURCH**, an Alabama non-profit corporation (the “Borrower”), and **COLONIAL BANK**, an Alabama banking corporation (the “Lender”); and

**WHEREAS**, as of the 19th day of June, 2001, Borrower executed and delivered to the Lender an Assignment of Rents and Leases (the “Original Assignment”), which Original Assignment was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #2001-25447 on June 20, 2001; and

**WHEREAS**, as of the 13th day of December, 2001, the Original Assignment was amended by that certain First Amendment to Assignment of Rents and Leases dated as of December 13, 2001, entered into between Borrower and Lender (the “First Amendment”), which First Amendment was recorded in the Office of the Judge of Probate of Shelby County, Alabama, on December 21, 2001, in Instrument #2001-56370, and provided for an increase in the principal amount of the Loan secured by the Original Assignment from \$400,000.00 to \$620,000.00 (the Original Assignment as amended by the First Amendment being herein referred to as the “Assignment”) (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 to Borrower additional funds in the amount of \$15,000.00 (the “Additional Loan Amount”) and, concurrently herewith, Borrower and Lender

are amending certain of the Loan Documents, including, without limitation, the Loan Agreement and the Note (as heretofore amended and restated), in order to provide for the lending of the Additional Loan Amount, such Additional Loan Amount to be included as a part of the Loan secured by, among other things, the Assignment, so that the principal amount of the Loan shall be increased from \$620,000.00 to \$635,000.00; and

**WHEREAS**, Borrower and Lender desire to amend the Assignment in order to increase the amount of principal indebtedness secured thereby from \$620,000.00 to \$635,000.00.

**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 \$635,000.00 and, in furtherance of the foregoing, the words "Six Hundred Twenty Thousand and No/100 Dollars" (originally "Four Hundred Thousand and No/100 Dollars") and the number "\$620,000.00" (originally "\$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 Thirty-Five Thousand and No/100 Dollars" and the number "\$635,000.00" are hereby substituted 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: David S. Hays  
Its: Secretary

**LENDER:**

COLONIAL BANK

By: Jeri Pearson  
Its: Assistant Vice President

STATE OF ALABAMA )  
COUNTY OF Shubley )

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 12th day of June, 2003.

(SEAL)

Robin G. Gentry  
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 12<sup>th</sup> day of June, 2003.

(SEAL)

Melany J. Justice  
Notary Public  
My Commission Expires: 5-1-06

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Harper, whose name as Trustee of Colonial Bank 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, (s)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 12 day of June, 2003.

(SEAL)

James Harper  
Notary Public  
My Commission Expires: 7/27/3