

STATE OF ALABAMA
COUNTY OF SHELBY

**THIRD AMENDMENT
TO
MORTGAGE AND SECURITY AGREEMENT
and
COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

THIS AMENDMENT amends that certain Mortgage and Security Agreement (hereinafter "Mortgage") and that certain Collateral Assignment of Leases and Rents (hereinafter "Assignment") both executed on April 9, 1992 by **CHRIST CHURCH UNITED METHODIST** (hereinafter "Borrower") in favor of **REGIONS BANK (formerly known as FIRST ALABAMA BANK)** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1992-05599 and rerecorded as Instrument 1992-09245 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described as Parcel I on Exhibit "A" attached hereto.

WHEREAS, the Assignment is recorded as Instrument 1992-05600 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described as Parcel I on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$1,300,000.00 and all renewals and extensions thereof.

WHEREAS, the Mortgage was amended by an Amendment to Mortgage Increasing Amount of Secured Indebtedness (hereinafter the "First Amendment") which is recorded as Instrument 1998-19721 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the First Amendment evidenced a \$100,000.00 increase of the loan secured by the Mortgage.

WHEREAS, the Mortgage was amended by a Second Amendment to Mortgage And Security Agreement and Collateral Assignment of Leases and Rents (hereinafter the "Second Amendment") which is recorded as Instrument 20030530000336810 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Second Amendment evidenced a \$2,185,542.16 increase of the loan secured by the Mortgage.

WHEREAS, the Second Amendment further caused the Mortgage and the Assignment to be amended to add thereto all of the property described as Parcel II on Exhibit "A" attached hereto.

WHEREAS, upon the recordation of the Mortgage, First Amendment and Second

Amendment a combined mortgage tax of \$5,378.40 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$170,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this amendment, and causes this additional advance to be secured by the Mortgage and Assignment.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage and the Assignment is hereby amended as follows:

- 1). Henceforth the Mortgage and Assignment shall specifically secure not only the \$1,300,000.00 Note made in connection with the Mortgage, the \$100,000.00 advance made in connection with the First Amendment, and all renewals and extensions thereof, the \$2,185,542.16 advance made in connection with the Second Amendment, and all renewals and extensions thereof, but also an additional advance or loan of \$170,000.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Note" as used in the Mortgage and Assignment shall be defined to mean not only the promissory note evidencing the \$1,300,000.00 loan made in connection with the Mortgage, and all extensions, modifications, amendments, and renewals thereof, but also the promissory note evidencing the \$100,000.00 advance made in connection with the First Amendment, the promissory note evidencing the \$2,185,542.16 advance made in connection with the Second Amendment, and the promissory note evidencing the \$170,000.00 advance being made in connection herewith, all interest thereon, and all extensions, modifications and renewals thereof.
- 3). The term "Loan Agreement" as used in the Mortgage and the Assignment shall be re-defined to mean the "Loan Documents" as that term is defined in the Promissory Note executed in connection herewith, and all extensions, modifications and renewals thereof.
- 4). The term "Indebtedness" as used in the Mortgage and Assignment shall be defined to mean not only the promissory note evidencing the \$1,300,000.00 loan made in connection with the Mortgage, and all extensions, modifications, amendments, and renewals thereof, but also the promissory note evidencing the \$100,000.00 advance made in connection with the First Amendment, the promissory note evidencing the \$2,185,542.16 advance made in connection with the Second Amendment, and the promissory note evidencing the \$170,000.00 advance being made in connection herewith, all interest thereon, and all extensions, modifications and renewals thereof.

In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Mortgage, the First Amendment, the Second Amendment, or pertaining to the Mortgage or the First Amendment or the Second Amendment (the "Agreements") to the terms as herein cited.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Mortgage, the Assignment, and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage, the Assignment, and Agreements with the terms as herein modified.

All of the terms and provisions of the Mortgage and Assignment and Agreements not specifically amended herein, are hereby reaffirmed, ratified and restated. This amendment amends the Mortgage and the Assignment and the Agreements and is not a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 22 day of April, 2004.

CHRIST CHURCH UNITED METHODIST

BY: Doyle Keruea
(Its Authorized Agent)

BY: Betsy Covington
(Its Authorized Agent)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Doyle KERUEA and Betsy Covington, whose name as authorized agents of CHRIST CHURCH UNITED METHODIST, an Alabama non-profit religious corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such authorized agents, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 22 day of April, 2004.

[Signature]
NOTARY PUBLIC

My Commission Expires: 07/10/05

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

EXHIBIT "A"

BORROWER: CHRIST CHURCH UNITED METHODIST
LENDER: REGIONS BANK

PARCEL I:

A portion of land situated in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 19 South, Range 2 West, and being more particularly described as follows:

Begin at the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama; thence run West along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 973.61 feet to the Easterly right of way line of a public road; thence turn left 86 degrees 08 minutes 15 seconds and run Southerly along said right of way line a distance of 422.58 feet; thence turn left 94 degrees 01 minutes 55 seconds and run Easterly a distance of 1011.87 feet to the East line of said $\frac{1}{4}$ $\frac{1}{4}$ Section; thence turn left 92 degrees 56 minutes 25 seconds and run North along said $\frac{1}{4}$ $\frac{1}{4}$ Section line a distance of 418.76 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II:

Part of the East Half of the SW $\frac{1}{4}$ of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, described as follows:

From the Northeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section, run along the $\frac{1}{4}$ - $\frac{1}{4}$ section line South 00 degrees 45 minutes 30 seconds West (assumed datum), 421.25 feet to a crimped iron, the Point of Beginning; From said point continue South 00 degrees 45 minutes 30 seconds West, 908.76 feet to the Southeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence continue South 00 degrees 45 minutes 30 seconds West, 486.0 feet; thence North 88 degrees 55 minutes 30 seconds West, 80 feet, more or less, to the center of Acton Creek; thence run northwesterly along said creek, 805 feet, more or less, to a point which is North 22 degrees 35 minutes 40 seconds West, 782.79 feet from the last described point; thence run North 00 degrees 50 minutes 00 seconds East, 10 feet to an iron and cap; thence continue North 00 degrees 50 minutes 00 seconds East, 675.17 feet to an iron and cap; thence South 87 degrees 48 minutes 00 seconds East, 390.00 feet to the Point of Beginning.

SUBJECT TO: i) taxes dues and payable October 1, 2004; ii) transmission line permit recorded in Deed Book 102, page 52; iii) right of way to Shelby County recorded in Deed Book 216, page 20; iv) riparian rights, if any, in and to the use of stream; v) right of way and easements as referred to in Deed Book 287, page 491 and Misc Book 8, page 390 (Parcel II); and vi) mineral and mining rights not owned by Mortgagor.

CERTIFICATE OF RESOLUTIONS
OF
CHRIST CHURCH UNITED METHODIST

I, the undersigned, do hereby certify that I am the Secretary of CHRIST CHURCH UNITED METHODIST, a corporation, (hereinafter the "Church") and that the following is a true copy of resolutions duly adopted by a majority of the trustees and/or directors of said Church at a meeting thereof duly called after ten days notice to each trustee and/or director and held on the 15th day of April, 2004.

RESOLVED: that it is to the best interests of this Church to enter into arrangements with REGIONS BANK herein designated as "Secured Party", providing for financing accommodation to be extended to this Church by said Secured Party and for the creation of security interests in favor of Secured Party upon this Church's present and future tangible or intangible property; and further

RESOLVED: That trustees and/or directors or any other person designated by the Church, or any one of them (hereinafter the "Authorized Agents") are hereby authorized and empowered to make, execute, and deliver in the name of this Church a note, mortgage, or agreements with Secured Party, and any renewals, amendments or modifications thereof or of the prior obligations of the Church to Secured Party, and that the Authorized Agent of this Church, and any person whom this Church may from time to time designate, is hereby authorized and empowered to make, execute, and deliver to Secured Party in the name of this Church any and all such assignments, pledges, endorsements, transfers, and other documents and instruments, and to do all such acts, as may be appropriate to consummate transactions between this Church and Secured Party pursuant to such note, renewal notes, mortgage, or agreements; and further

RESOLVED: That all acts and transactions of the Authorized Agents of this Church and of any such mortgagee, designees, done in execution or performance of any such note, renewal notes, mortgage, security agreement and of transactions thereunder, are hereby ratified and approved.

I further certify that the Certificate of Incorporation, By-Laws, and the rules and regulation of said Church contain no provisions requiring a vote or consent of any person other than the directors and/or trustees of the Church to authorize the action set forth in the foregoing resolutions, and that said resolutions are and remain in full force and effect.

I do further certify that the following persons are those of the trustees, directors and Agents of the Church authorized and empowered by the foregoing resolution to act for the Church as its Authorized Agents:

Doyle R. Kernea

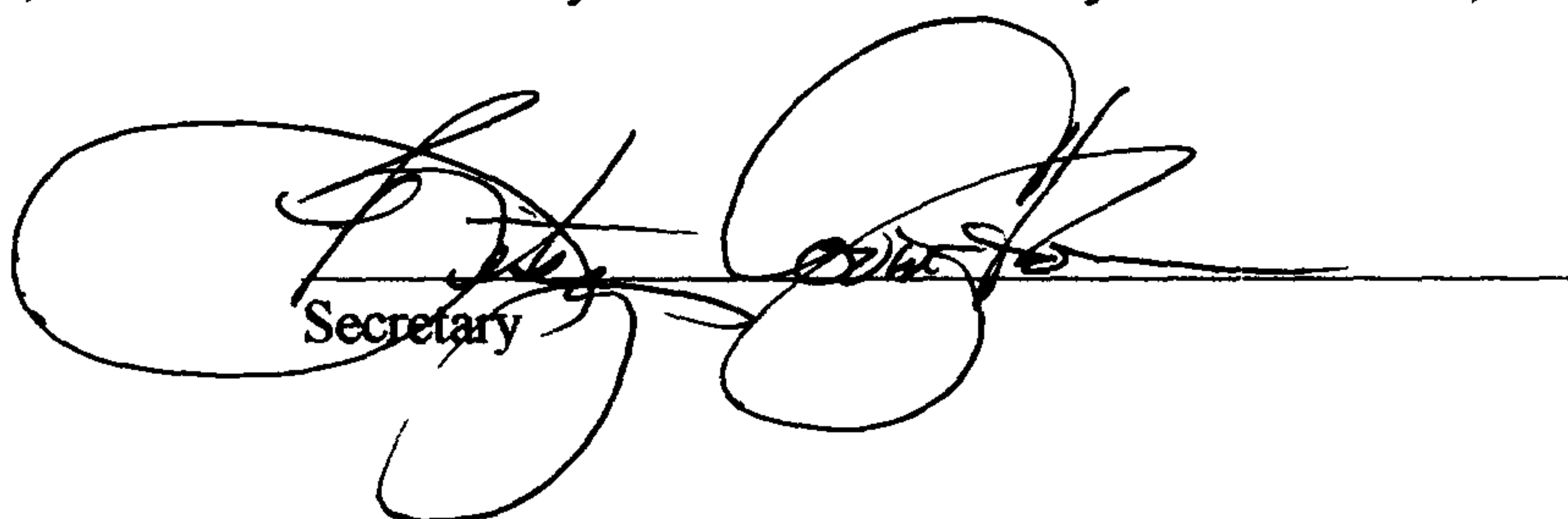
Geoff Hall

Betsy Covington

J. Wade Bice

Carl Bates

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of said Church, this 15th day of April, 2004.


Secretary

The foregoing is hereby
approved and confirmed:

Wilf L. Ganett
Pastor

20040426000215300 Pg 6/6 281.00
Shelby Cnty Judge of Probate, AL
04/26/2004 13:21:00 FILED/CERTIFIED

Doyle R. Kernea
Chair of Trustee/Director Board

Michael Morgan
District Superintendent of United
Methodist Church