

WHEN RECORDED MAIL TO:

REGIONS BANK
COLUMBIANA
P.O. BOX 946
21325 HWY 25
COLUMBIANA, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000002914713099002000000

THIS MODIFICATION OF MORTGAGE dated December 3, 2004, is made and executed between UNION BAPTIST CHURCH, INC., whose address is 1910 HIGHWAY 47, COLUMBIANA, AL 35051-5115; A CORPORATION (referred to below as "Grantor") and REGIONS BANK, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 11, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 01-24-2002 in the Office of Judge of Probate, Instrument Number: 2002-04135.

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 1910 Highway 47, Columbiana, AL 35051.

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

Principal increase from \$250,000.00 to \$300,000.00.

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 DECEMBER 3, 2004.

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:

UNION BAPTIST CHURCH, INC.

By: Ricky Kidd (Seal)
Ricky Kidd, Trustee of UNION BAPTIST CHURCH, INC.

By: Charles Montgomery (Seal)
Charles Montgomery, Trustee of UNION BAPTIST CHURCH, INC.

By: Tony Patterson (Seal)
Tony Patterson, Trustee of UNION BAPTIST CHURCH, INC.

By: George Lamb (Seal)
George Lamb, Trustee of UNION BAPTIST CHURCH, INC.

LENDER:

REGIONS BANK

X J. M. P. R. (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Philip J webb
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Ricky Kidd, Trustee; Tony Patterson, Trustee; Charles Montgomery, Trustee; and George Lamb, Trustee of UNION BAPTIST CHURCH, INC.,** 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 3 day of December, 2004.

Gladys Armstrong
Notary Public

My commission expires **MY COMMISSION EXPIRES**
MAY 2, 2005

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

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 Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 3 day of December, 2004.

Gladys Armstrong
Notary Public

My commission expires **MY COMMISSION EXPIRES**
MAY 2, 2005

A parcel of land beginning at the Northeast corner of the Northwest Quarter of the southeast Quarter in Section 1, Township 22, Range 1 West; thence South along the East boundary line of said forty acre tract 210 feet; thence West 210 feet; thence North 210 feet to North boundary line of said forty; thence East along the North boundary line of said forty acre tract to point of beginning.

ALSO, a non-exclusive easement for ingress, egress and utilities over and across the existing driveway located in the North 500 feet of the NE 1/4 of the SE 1/4, Section 1, Township 22 South, Range 1 West, Shelby County, Alabama, lying Southwest of Shelby County Highway #47.

20041215000684480 Pg 3/3 92.00
Shelby Cnty Judge of Probate, AL
12/15/2004 12:36:00 FILED/CERTIFIED