



20060216000077970 1/3 \$155.45
Shelby Cnty Judge of Probate, AL
02/16/2006 12:37:09PM FILED/CERT

This instrument was prepared by

FNBS (name)

Columbiana (address)

State of Alabama

Space Above This Line For Recording Data

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 02-14-2006

The parties and their addresses are:

MORTGAGOR: Morningstar United Methodist Church, Inc., a corporation
P. O. Box 419
Chelsea, AL 35043

LENDER: First National Bank of Shelby County
Organized and existing under the laws of the United States of America
P.O. Box 977
Columbiana, AL 35051


BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 05-21-2002 and recorded on 06-11-2002. The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument Number 20020611000275890. The property is located in Shelby County at 11072 Hwy. 11 and 125 Brynhurst Drive, Chelsea, AL 35043.

Described as:

Property being described on Exhibit "A" attached hereto and made part and parcel hereof and incorporated by reference as fully as if set out herein which said Exhibit is signed for the purpose of identification.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

Promissory Note executed simultaneously herewith.


20060216000077970 2/3 \$155.45
Shelby Cnty Judge of Probate, AL
02/16/2006 12:37:09PM FILED/CERT

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$1,168,213.61 ☒ which is a \$92,213.61 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

Morningstar United Methodist Church, Inc.


(Signature) William Todd Russell, Finance Team Leader (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Witness as to all signatures)

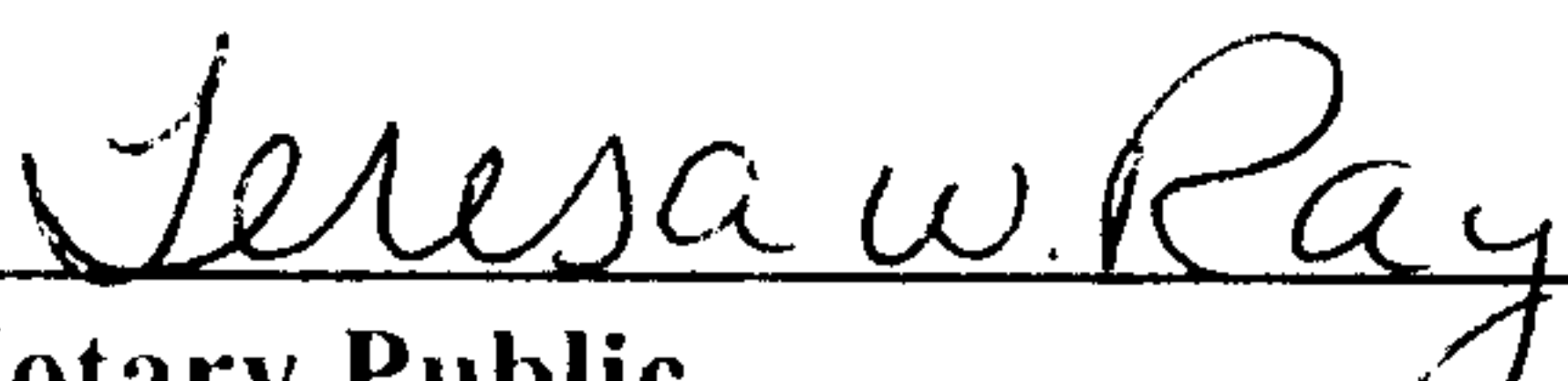
(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State do hereby certify that **William Todd Russell, Finance Team Leader of Morningstar United Methodist Church, Inc.**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance he, in his capacity of Finance Team Leader, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this, the 14th day of February, 2006.


Notary Public

My Commission Expires: 1-4-2010

EXHIBIT A

PARCEL I:

Part of the East 1/2 of the NE 1/4 and part of the NE 1/4 of the SE 1/4 both in Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the NE corner of the SE 1/4 of the NE 1/4 of said Section 31, run in a Southerly direction along the East line of said section for a distance of 1318.97 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 54 deg. 51 min. 55 sec. and run in a Southwesterly direction for a distance of 511.71 feet to an existing iron rebar; thence turn an angle to the right of 117 deg. 44 min. 18 sec. and run in a Northerly direction for a distance of 852.21 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 116 deg. 27 min. 06 sec. and run in a Southwesterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 116 deg. 27 min. 06 sec. and run in a Northerly direction for a distance of 111.69 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 63 deg. 32 min. 54 sec. and run in a Northeasterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand and being on a curve, said curve being concave in a Westerly direction and having a central angle of 17 deg. 30 min. 31 sec. and a radius of 657.59 feet; thence turn an angle to the left (76 deg. 53 min. 06 sec. to the chord of said curve) and run in a Northerly and Northwesterly direction along the arc of said curve for a distance of 200.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (76 deg. 53 min. 06 sec. from the chord of last mentioned curve) and run in a Northeasterly direction for a distance of 666.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 56 deg. 09 min. 07 sec. and run in a Northerly direction for a distance of 361.22 feet, more or less, to an existing iron rebar set by Laurence D. Weygand being on the South right of way line of Shelby County Highway No. 11; thence turn an angle to the right of 56 deg. 09 min. 07 sec. and run in a Northeasterly direction along the south right of way line of said Shelby County Highway No. 11 for a distance of 72.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 123 deg. 50 min. 53 sec. and run in a Southerly direction along the east line of said Section 31 for a distance of 302.25 feet, more or less, to the point of beginning.

Also known as Lot 1, according to the Morningstar United Methodist Church recorded as Map Book 29 page 64 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Description of a 60 foot wide roadway easement lying 30 feet in either side of the centerline, said centerline being more particularly described as follows:

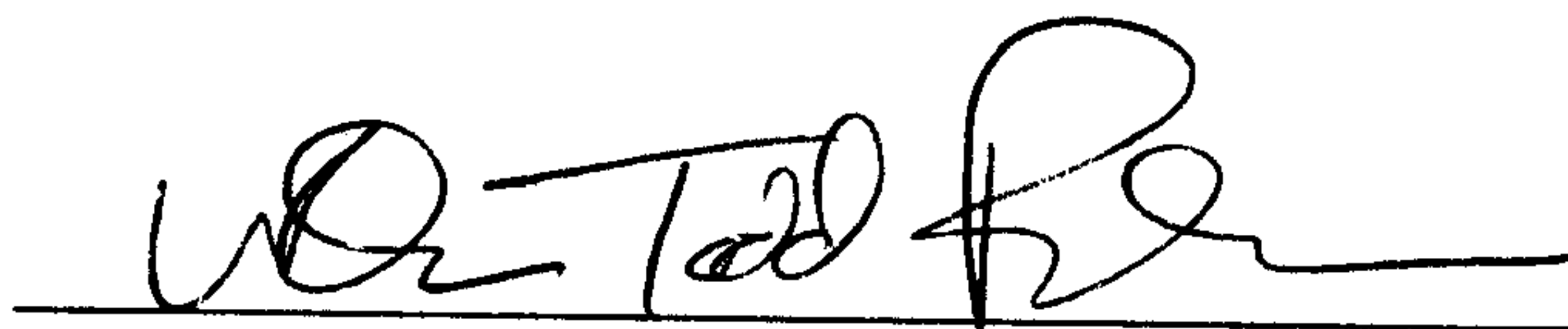
Part of the SE 1/4 of the NE 1/4 of Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the NE corner of said SE 1/4 of the NE 1/4 of said Section 31, run in a Westerly direction along the North line of said 1/4 - 1/4 section for a distance of 476.57 feet to a point of intersection with the southeast right of way line of Shelby County Highway No. 11; thence turn an angle to the left of 31 deg. 47 min. 08 sec. and run in a Southwesterly direction along the Southeast right of way line of said Shelby County Highway No. 11 for a distance of 596.55 feet to the point of beginning, thence turn an angle to the left of 90 deg. and run in a Southeasterly direction for a distance of 250.00 feet to the point of beginning of a curve, said curve being concave in a Westerly direction and having a central angle of 26 deg. 27 min. 06 sec. and radius of 425.49 feet; thence turn an angle to the right and run in a Southeasterly and Southerly direction along the arc of said curve for a distance of 196.44 feet; thence run in a Southerly direction along a line tangent to the end of said curve for a distance of 178.66 feet, more or less, to the point of ending.

PARCEL II:

Lot 216, according to the survey of Brynleigh Estates, 2nd Sector, as recorded in Map Book 21, Page 65 in the Probate Office of Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:

Morningstar United Methodist Church, Inc.



William Todd Russell
Finance Team Leader

