20060815000396800 1/3 \$19.00 Shelby Cnty Judge of Probate, AL 08/15/2006 10:39:26AM FILED/CERT

This Instrument Prepared By:
Joseph G. Stewart
Burk & FORMAN, LLP
5te.3100, 420 N. 205 5t.
Birming An. AL. 3520

STATE OF ALABAMA COUNTY OF SHELBY

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made and entered into as of the day of Hungston, 2006, by and between Morningstar United Methodist Church, Inc., an Alabama corporation (Mortgagor"), and Merchants & Farmers Bank, an Alabama banking corporation, successor to First National Bank of Shelby County ("Mortgagee").

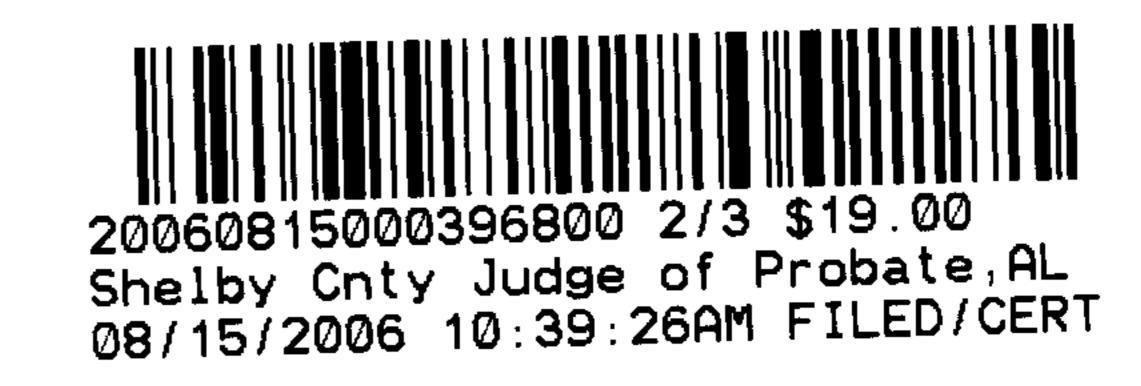
RECITALS

- A. Mortgagor executed that certain Promissory Note dated MAY 21, 2002, in favor of Mortgagee (the "Note") which is secured by that certain Mortgage (the "Mortgage") dated May 21, 2002, and recorded in the Probate Office of Shelby County, Alabama as Instrument #20020611000275890, as amended by instrument dated February 14, 2006, and recorded as Instrument Number 20060216000077970 in said Probate Office.
- B. Mortgagor has acquired certain additional real property adjacent to the real property subject to the Mortgage (the "Adjacent Real Property"). Mortgagor and Mortgagee desire to amend the Mortgage so that the Adjacent Real Property will be included as property subject to the Mortgage and, as a result, the Mortgage, as so amended, will provide Mortgagee with a first priority mortgage on the Adjacent Real Property as collateral for the Note.
- NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee do hereby agree as follows:
- 1. Mortgagor hereby grants, bargains, sells, conveys, mortgages and grants a security interest in the Adjacent Real Property, as described on Exhibit A hereto, to Mortgagee as additional security and collateral for the secured indebtedness. The Adjacent Real Estate shall be deemed a part of the real estate as described in the Mortgage. Except as otherwise provided herein, each and every representation, warranty, covenant and agreement contained in the Mortgage with respect to the real estate is hereby made, adopted and agreed upon as of the date.
- 2. Mortgagor and Mortgagee agree that all other terms of the Mortgage shall remain in full force and effect.

This Amendment does not change the amount secured by the Mortgage or the maturity date of the indebtedness secured by the Mortgage.

1485645 v3

June 1 Land



IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

the day and year mist above written.		
	MORTGAGOR:	
	MORNINGSTAR UNITED METHODIST CHURCH, INC. By: Its: Trustons Chairperson	
	MORTGAGEE:	
	MERCHANTS & FARMERS BANK By: Its:	
STATE OF ALABAMA) COUNTY OF MUNICIPAL)		
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that who is the content of Morningstar United Methodist Church, Inc., an Alabama 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 such 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 Extended	Motary Public & Calamusa	
[SEAL]	My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES	
STATE OF ALABAMA) COUNTY OF 5)	MY COMMISSION EXPIRES: Aug 27, 2009 HONDED THRU NOTARY PUBLIC UNDERWRITERS	
I, the undersigned, a Notary Public in and for home More whose name as man Alabama banking corporation, is signed to the foreacknowledged before me on this day that, being inform officer and with full authority, executed the same corporation.	egoing instrument, and who is known to me, ed of the contents of such instrument, he, as such	
Given under my hand and official seal this 10	_ day of <u>کسیم</u> ک , 2006.	
	Cruptal MThreadyll Notary Public My Commission Eurinese	
[SEAL]	My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE	
	MY COMMISSION EXPIRES: Feb 11, 2008	

1485645 v3

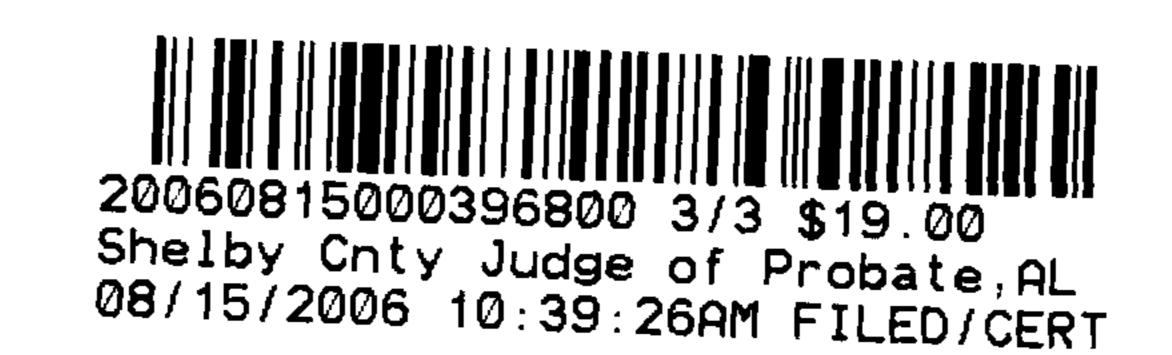


EXHIBIT A

A parcel of acreage located in the East ½ of the Northeast ¼ of Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, and being adjacent to Lot 1, Morningstar United Methodist Church survey as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 29, Page 64, all being more particularly described as follows:

From an existing iron rebar set by Weygand being the most Northerly corner of said Lot 1, Morningstar United Methodist Church survey, run in a Southwesterly direction along the Southeast right-of-way line of Shelby County Highway #11 for a distance of 72.24 feet to an existing iron rebar set by Weygand and an existing corner of said Lot 1 being the point of beginning; thence turn an angle to the left of 56° 09° 07" and run in a Southerly direction along a property line of said Lot 1 for a distance of 361.22 feet to an existing iron rebar set by Weygand and being a corner of said Lot 1; thence turn an angle to the right of 56° 09° 07" and run in a Southwesterly direction along a property line of said Lot 1, Morningstar United Methodist Church for a distance of 120.41 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 123" 50" 53" and run in a Northerly direction for a distance of 361.22 feet to an existing iron rebar set by Weygand and being on the Southeast right-of-way line of Shelby County Highway #11; thence turn an angle to the right of 56° 09' 07" and run in a Northeasterly direction along the Southeast right-of-way line of said Shelby County Highway #11 for a distance of 120.41 feet, more or less, to the point of beginning. Containing 0.83 acres, more or less.