20070213000067960 1/3 $245.15
Shelby Cnty Judge of Probate,AL
02/13/2007 02:16:18PM FILED/CERT

WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

REGIONS BANK

MODIFICATION OF MORTGAGE

DOC48000002909434529003000000

THIS MODIFICATION OF MORTGAGE dated February 6, 2007, is made and executed between NEW VISION CHRISTIAN CHURCH, whose address is 2383 HWY 95, HELENA, AL 35080-4041; A Non-Profit Corporation (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 27, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 05-02-2005 as Instrument #20050502000209270 in Shelby County, Alabama.

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 2383 HIGHWAY 95, HELENA, AL 35080-4041.

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

Modification to increase the amount from $747,946.75, an increase of $152,053.25.

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 endorsers 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 FEBRUARY 6, 2007.

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:

NEW VISION CHRISTIAN CHURCH

By: _____ **(Seal)**
VAN HOUSER, PASTOR of NEW VISION CHRISTIAN CHURCH

By: _____ **(Seal)**
JIMMY COHILL, FINANCE DIRECTOR of NEW VISION CHRISTIAN CHURCH

By: _____ **(Seal)**
STEPHON ROBINSON, OFFICER of NEW VISION CHRISTIAN CHURCH

LENDER:

REGIONS BANK

X _____ **(Seal)**
Authorized Signer

This Modification of Mortgage prepared by:

Name: HERMAN WILLIAMS
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

ASSOCIATION ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **VAN HOUSER, PASTOR; JIMMY COHILL, FINANCE DIRECTOR; and STEPHON ROBINSON, OFFICER of NEW VISION CHRISTIAN CHURCH,** an association, 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, they, as such officers or designated agents and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 6th **day of** February, 20 07.

Michael Richard Cof
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 2, 2010

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank 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 6th **day of** February, 20 07.

Michael Richard Cof
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 2, 2010

LASER PRO Lending, Ver. 5.34.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-413337 PR-BR03

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EXHIBIT "A"

Begin at the Northwest corner of the SE ¼ of the NE ¼ of Section 27, Township 20 South, Range 3 West; run thence in an Easterly direction along the North line of said ¼ ¼ section for a distance of 1115.11 feet to a point on the Northwesterly right of way of Shelby County Road 95; thence turn an angle to the right of 97°20' and run in a Southwesterly direction along the Northwesterly right of way line of said Shelby County Road 95 for a distance of 240.24 feet; thence turn an angle to the right of 82°40' and run in a Westerly direction for a distance of 1078.61 feet to a point on the West line of the SE ¼ of the NE ¼ of Section 27, Township 20 South, Range 3 West, thence turn an angle to the right of 88°35'49" and run in a Northerly direction along the West line of said ¼ ¼ section for a distance of 238.35 feet to the point of beginning.

ALSO:

Commence at the Northwest corner of the Southeast ¼ of the Northeast ¼ of Section 27, Township 20 South, Range 3 West; run thence in a Southerly direction along the West line of said ¼ ¼ section for a distance of 238.35 feet to the point of beginning; from the point of beginning thus obtained, thence continue along last described course for a distance of 163.49 feet; thence turn an angle to the left of 88°35'49" and run in an Easterly direction for a distance of 1053.57 feet to a point on the Northwesterly right of way line of Shelby County Road No. 95; thence turn an angle to the left of 82°40' and run in a Northeasterly direction along the Northwesterly line of said Shelby County Road No. 95 for a distance of 164.79 feet; thence turn an angle to the left of 97°20' and run in a Westerly direction for a distance of 1078.61 feet to the point of beginning.

All situated in Shelby County, Alabama.

LESS AND EXCEPT any part of subject property lying within a public road right of way.