

RECORDATION REQUESTED BY:

Trustmark National Bank
Alabama Main Office
107 St. Francis Street
Mobile, AL 36602

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39205

SEND TAX NOTICES TO:

Trustees for Ward Chapel A.M.E. Church at Montevallo,
Alabama
P.O. Box 227
Montevallo, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

Notice: This Modification of Mortgage does not secure new indebtedness or an increased amount of debt under the Note (as defined below).

THIS MODIFICATION OF MORTGAGE dated December 11, 2013, is made and executed between Trustees for Ward Chapel A.M.E. Church at Montevallo, Alabama (referred to below as "Grantor") and Trustmark National Bank, whose address is 107 St. Francis Street, Mobile, AL 36602 (referred to below as "Lender").

MORTGAGE.

The Peoples Bank and Trust Company and Grantor have entered into a Mortgage dated February 24, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage and Security Agreement dated February 24, 2006, recorded March 15, 2006 in Instrument Number 20060315000121490 in the Office of the Judge of Probate, Shelby County, Alabama

Lender is the successor in interest to The Peoples Bank and Trust Company pursuant to the following transactions:

The Peoples Bank and Trust Company merged with and into BankTrust by merger agreement filed in the Alabama Secretary of State's office on December 11, 2007, effective on December 14, 2007.

BankTrust was subsequently merged with and into Trustmark National Bank, Jackson, MS, according to that certain Agreement and Plan of Merger of BankTrust with and into Trustmark National Bank which was recorded in the Alabama Secretary of State's office on February 11, 2013.

and

BankTrust and Grantor have entered into a Mortgage dated August 8, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Real Estate Mortgage dated August 8, 2008, recorded August 11, 2008 in Instrument Number 20080811000322070 in the Office of the Judge of Probate, Shelby County, Alabama

Lender is the successor in interest to BankTrust pursuant to the following transaction:

BankTrust merged with and into Trustmark National Bank by virtue of that certain Agreement and Plan of Merger of BankTrust with and into Trustmark National Bank which was recorded in the Alabama Secretary of State's office on February 11, 2013.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Beginning at the southeast corner of the intersection of West Street and Valley Street in the Town of Montevallo, Alabama and run thence


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southeasterly along the southerly margin of West Street a distance of 113.00 feet to a point; thence turn 83 degrees 44 minutes 11 seconds to the right and run southwesterly 239.00 feet to a point; thence turn 85 degrees 13 minutes 57 seconds to the right and run southwesterly 143.32 to a point on the easterly margin of Valley Street projected; thence turn 101 degrees 22 minutes 31 seconds to the right and run northeasterly along the easterly margin of Valley Street 265.00 feet to the point of beginning. Situated in Shelby County, Alabama. According to the survey of Joseph E. Conn, Jr. P.L.S. #9049, dated April 8, 1993.

The Real Property or its address is commonly known as 765 West Street, Montevallo, AL 35115.

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

The mortgage secures Promissory Note dated February 24, 2006 in the original amount of \$96,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. Said Note shall be renewed, extended, and consolidated with Promissory Note dated August 8, 2008 in the original amount of \$80,000.00.

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 endorers 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 11, 2013.

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:

TRUSTEES FOR WARD CHAPEL A.M.E. CHURCH AT MONTEVALLO, ALABAMA

By: Willie C. Goldsmith (Seal)
Willie C. Goldsmith, Sr., Trustee

By: James A. Salter (Seal)
James A. Salter, Trustee

By: Albert P. Jones Sr
Albert P. Jones, Sr., Steward (Seal)

LENDER:

TRUSTMARK NATIONAL BANK
X Mary D. Lawson (Seal)
Authorized Signer

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This Modification of Mortgage prepared by:

Name: Mary D. Lawson, Commercial Relations/Vice President
Address: 107 St. Francis Street
City, State, ZIP: Mobile, AL 36602

ASSOCIATION ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Willie C. Goldsmith, Sr., Trustee for Ward Chapel A.M.E. Church at Montevallo, Alabama; James A. Salter, Trustee for Ward Chapel A.M.E. Church at Montevallo, Alabama; and Albert P. Jones, Sr., Steward for Ward Chapel A.M.E. Church at Montevallo, Alabama, 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 11th day of December, 20 13.

Judy L. Santa Cruz
Notary Public

My commission expires 6-8-14

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MARY D. LAWSON whose name as Authorized Signer of Trustmark National Bank 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 the Modification of Mortgage, he or she, in his or her capacity as such AUTHORIZED SIGNOR of Trustmark National Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 11th day of December, 20 13.

Judy L. Santa Cruz
Notary Public

My commission expires 6-8-14

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