



20141203000380080 1/5 \$28.00
Shelby Cnty Judge of Probate, AL
12/03/2014 01:02:24 PM FILED/CERT

Space Above This Line For Recording Data

This instrument was prepared by CHAD LONG , FIRST UNITED SECURITY BANK , 131 WEST FRONT STREET ,
P O BOX 249, THOMASVILLE , AL 36784

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is November 21, 2014. The parties and their addresses are:

MORTGAGOR:

TRUSTEES OF MT. ZION BAPTIST CHURCH OF SHELBY*
A(n) AN UNINCORPORATED CHURCH
20 MERRELL DR
SHELBY, AL 35143-7230

*Trustees of Mt. Zion Baptist Church of
Shelby is one and the same as Mt. Zion
Baptist Church as referred to in the
Mortgage being modified hereby.

LENDER:

FIRST UNITED SECURITY BANK
Organized and existing under the laws of Alabama
131 West Front Street
P O Box 249
Thomasville, AL 36784

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated 3/11/2005 & 10/27/2008 and recorded on 4/18/2005 & 12/23/2008 (Security Instrument). The Security Instrument was recorded in the records of SHELBY County, Alabama at INST#20050418000182330 & INST#20081223000474280 and covered the following described Property:

SEE EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

The property is located in SHELBY County at 16497 HWY 42, SHELBY, Alabama 35143.

2. **MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. **Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

MT ZION BAPTIST CHURCH
Alabama Real Estate Modification
AL/4XXXXXXXXX0000000000676034112114N

Wolters Kluwer Financial Services ©1996, 2014 Bankers Systems™

Initials

Page 1

[Handwritten signatures and initials]
JPK
MV

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 840121253, dated November 21, 2014, from Mortgagor to Lender, with a loan amount of \$70,000.00.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. **CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. **AGREEMENT TO ARBITRATE.** Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Modification and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Modification. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Modification, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Modification or another writing.



[Handwritten signature]
[Handwritten signature]
M.V.

6. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

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

MORTGAGOR:

TRUSTEES OF MT. ZION BAPTIST CHURCH OF SHELBY

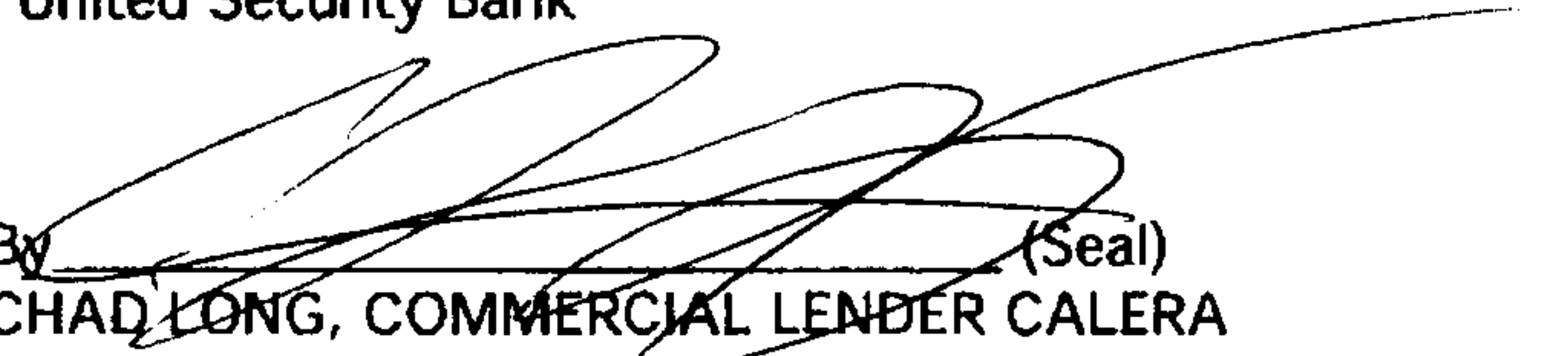
By  (Seal)
GEORGE A PARKER III, TRUSTEE/TREASURER/SECRETARY

By  (Seal)
JAMES RICHARD HORTON, PASTOR

By  (Seal)
MICHAEL ALLEN VENABLE, TRUSTEE

LENDER:

First United Security Bank

By  (Seal)
CHAD LONG, COMMERCIAL LENDER CALERA



20141203000380080 3/5 \$28.00
Shelby Cnty Judge of Probate, AL
12/03/2014 01:02:24 PM FILED/CERT

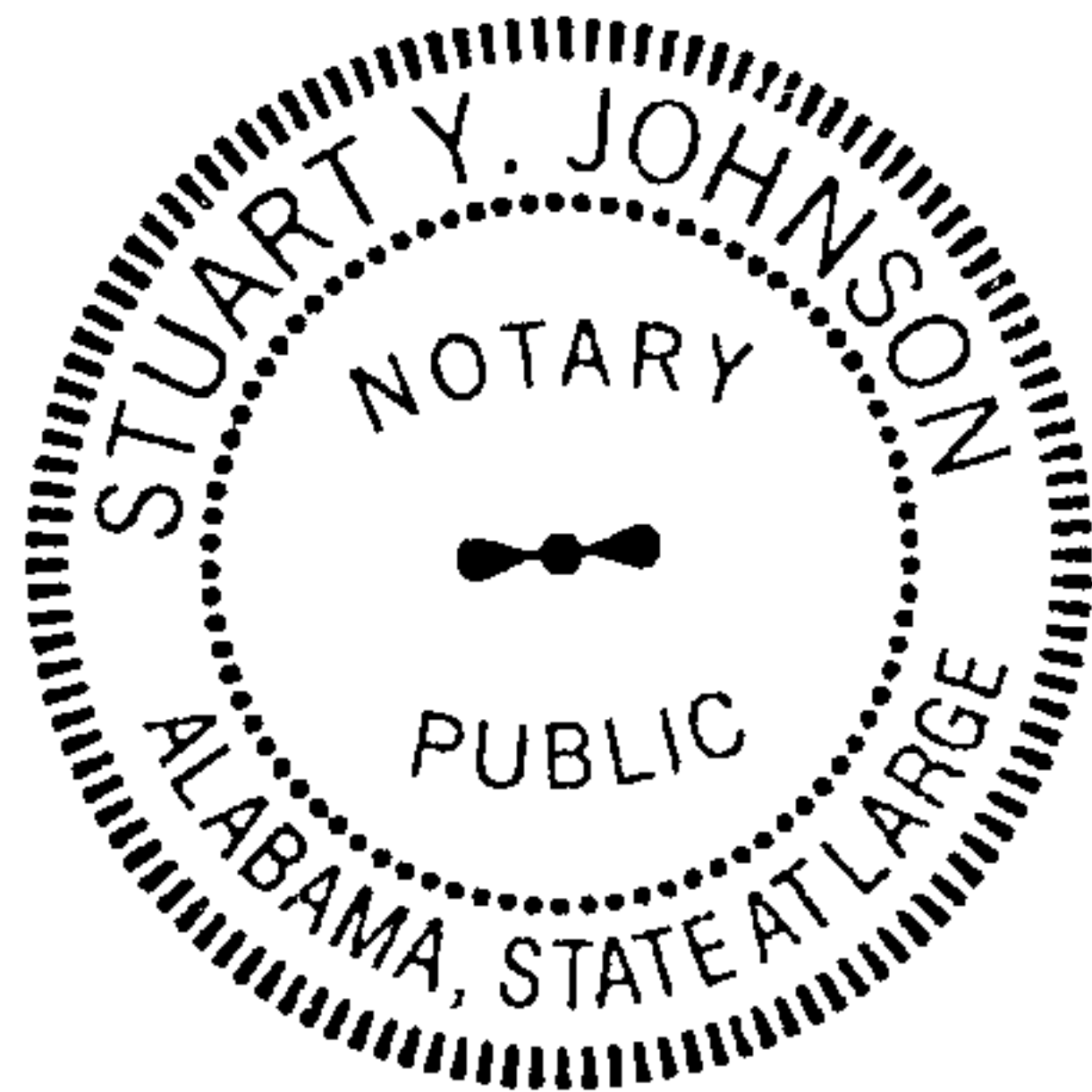
ACKNOWLEDGMENT.

State Alabama OF Jefferson County OF Jefferson ss.

I, STUART Y. JOHNSON, a notary public, in and for said County in said State, hereby certify that GEORGE A PARKER III, JAMES RICHARD HORTON and MICHAEL ALLEN VENABLE, whose name(s) as TRUSTEE/TREASURER/SECRETARY, PASTOR and TRUSTEE of the TRUSTEES OF MT. ZION BAPTIST CHURCH OF SHELBY, a(n) AN UNINCORPORATED CHURCH, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, in his/her/their capacity as such TRUSTEE/TREASURER/SECRETARY, PASTOR and TRUSTEE, executed the same voluntarily on the day the same bears date. Given under my hand this the 25th day of Nov., 2014.

My commission expires: 3/6/2015

[Signature]
(Notary Public)



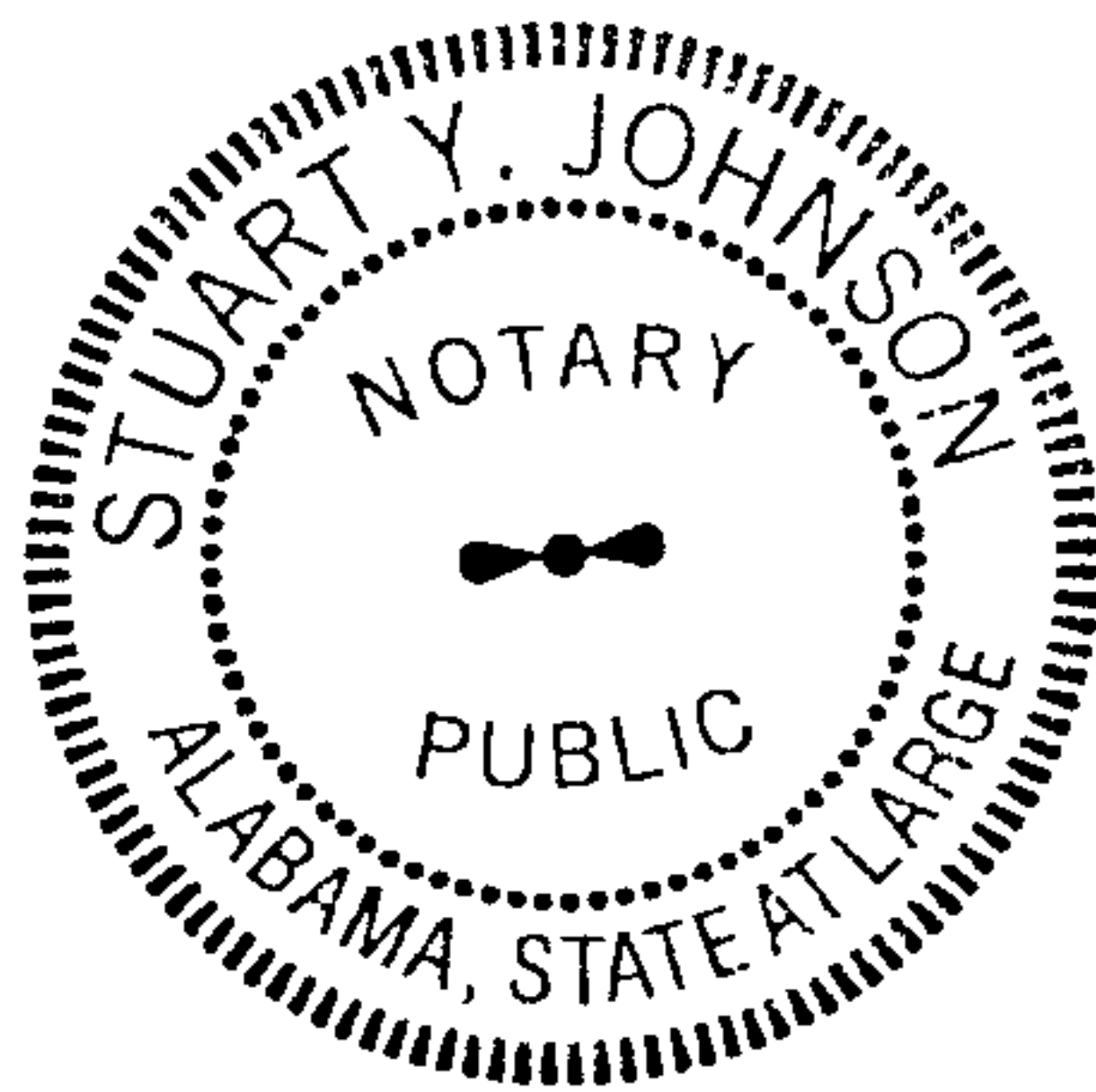
(Lender Acknowledgment)

State Alabama OF Jefferson County OF Jefferson ss.

I, STUART Y. JOHNSON, a notary public, in and for said County in said State, hereby certify that CHAD LONG, whose name(s) as COMMERCIAL LENDER CALERA of First United Security Bank, a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntary for and as the act of said corporation. Given under my hand this the 25th day of November, 2014.

My commission expires: 3/6/2015

[Signature]
(Notary Public)




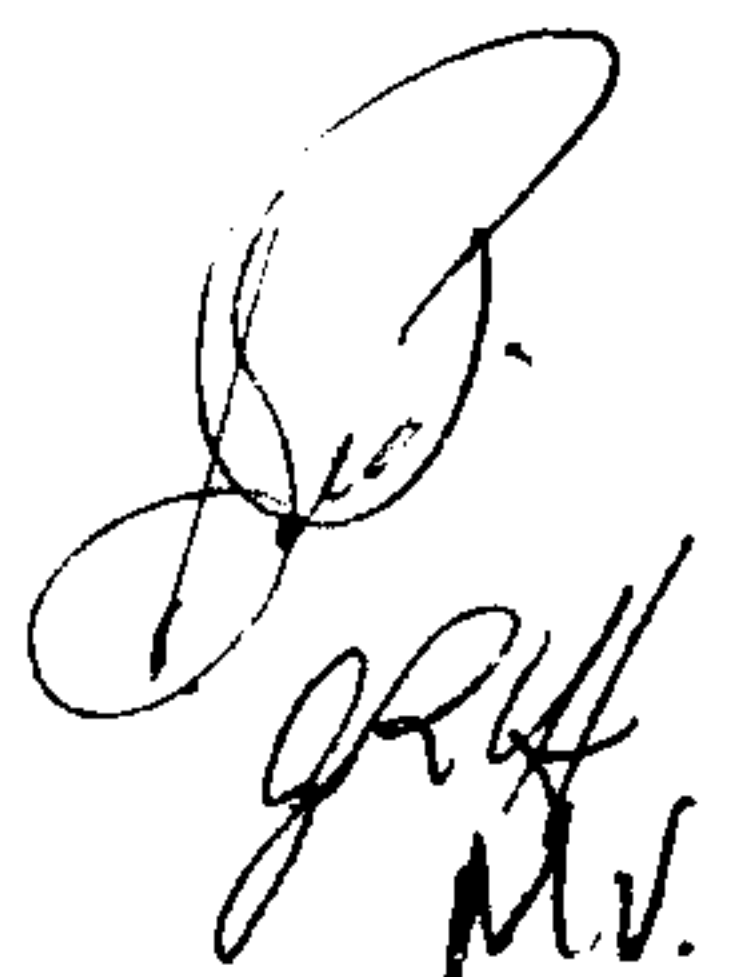
20141203000380080 4/5 \$28.00
Shelby Cnty Judge of Probate, AL
12/03/2014 01:02:24 PM FILED/CERT

Initials [Signature]
Page 4
GRH
M.V.

Exhibit "A"

A parcel of land located in NW 1/4 of Section 24, Township 22 South, Range 1 East, Shelby County, Alabama described as follows: Commence at the NW corner of said Section 24; thence run East along the North line of said 1/4-1/4 a distance of 197.65 feet to the point of beginning; thence continue along last described course a distance of 345.00 feet to the Northwest right of way of Highway 42; thence turn 135 degrees 28 minutes 02 seconds right to the chord of a curve to the left and run a distance of 47.95 feet along said chord; thence turn 2 degrees 31 minutes 38 seconds left from said chord and run a distance of 266.68 feet along said right of way; thence turn 107 degrees 37 minutes 23 seconds right and run a distance of 262.78 feet to the point of beginning. According to survey of Rodney Y. Shiflett, RLS #21784, dated January 10, 2001.


20141203000380080 5/5 \$28.00
Shelby Cnty Judge of Probate, AL
12/03/2014 01:02:24 PM FILED/CERT


J. P.
Mr.