

Submitted for Recording By
And When Recorded Mail To:

Greenwich Investors XLV Trust 2013-1
c/o PrinsBank
Attn. Mike Mulder
508 Third Street
Prinsburg, MN 56281-0038
320-978-6351

AMENDMENT TO CONSTRUCTION MORTGAGE

This AMENDMENT TO CONSTRUCTION MORTGAGE is made and executed to be effective as of the 28th day of January, 2015, by and between FIRST BAPTIST CHURCH HELENA, an Alabama nonprofit corporation (the "Borrower"); and GREENWICH INVESTORS XLV TRUST 2013-1, a Delaware statutory trust (the "Lender").

RECITALS

A. The Borrower previously executed and delivered to Regions Bank that certain Construction Mortgage dated August 18, 2005, and filed with the Shelby County, Alabama Judge of Probate as document number 20050826000440840 on August 26, 2005, which was modified by that certain Modification of Mortgage, dated November 15, 2012, and filed with the Shelby County, Alabama Judge of Probate on January 3, 2013, as document number 20130103000003260 (collectively, the "Mortgage"). The Mortgage encumbers certain real property, improvements and other property described therein, located in Shelby County, Alabama, as further described in the Mortgage (collectively, the "Collateral"). The Deed of Trust was subsequently assigned by Regions Bank to the Lender by Assignment of Mortgage filed with the Shelby County, Alabama Judge of Probate on November 19, 2013, as document number 20131119000452760. The Mortgage is held and enforceable by the Lender.

B. The Mortgage secures the payment and performance of all obligations now or hereafter owed by Borrower to Lender, including future advances, and including, but not limited to, that certain Amended and Restated Promissory Note in the principal amount of \$1,563,251.82, dated November 15, 2012 (the "Current Note"), which Amended and Restated Promissory Note amended and restated that certain Promissory Note in the principal amount of \$1,626,956.68, dated March 30, 2010, which amended and consolidated those certain Promissory Notes in the principal amount of \$1,000,000.00, dated February 20, 2007, and the principal

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amount of \$811,353.75, dated February 20, 2007, which Promissory Notes together amended and restated that certain Promissory Note in the principal amount of \$1,811,353.75, dated August 18, 2005 (collectively, the "Previous Notes"). The Current Note and the Previous Notes evidence one and the same loan the terms of which are as stated in the Current Note, and the Current Note and the Previous Notes are collectively referred to in this Amendment to Construction Mortgage as the "Note." The Note was assigned by Regions Bank to the Lender on or about September 19, 2013, and the Lender currently holds and is entitled to enforce the Note. The Note was subsequently modified by that certain Allonge between the Borrower and the Lender dated effective April 7, 2014.

C. The Borrower has requested that the Lender make certain advances of principal under the Note to and for the benefit of the Borrower, and the Borrower has further requested that the Lender extend the maturity date of the Note as well as make certain other changes to the Note, which the Lender has agreed to do in accordance with that certain Allonge of even date herewith (the "Allonge").

D. The parties desire to modify the Mortgage to secure the Note as modified and extended by the Allonge, in accordance with this Amendment to Construction Mortgage.

AGREEMENT

NOW THEREFORE, in consideration of the facts set forth in these Recitals which the parties agree are true and correct, and in consideration for entering into this Amendment to Construction Mortgage, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree to amend the Mortgage:

1. **Advance to Note, Modification of Note.** The principal sum of \$36,163.10 is advanced under the Note by the Lender to and for the benefit of the Borrower, in accordance with the Allonge, and therefore the principal balance of the Note as of the date of this Amendment to Construction Mortgage is \$1,603,818.23. All obligations now or hereafter owed by Borrower to Lender, including, but not limited to, all obligations now or hereafter arising out of the Note, including as the Note is modified in accordance with the Allonge, are and shall continue to be secured by the Mortgage and the Collateral.

2. **Modification of Maturity Date.** The maturity date of the Note is, in accordance with the Allonge, amended to be February 5, 2016.

3. **Supremacy.** Except as specifically modified by this Amendment to Construction Mortgage, the Mortgage shall be unmodified and remain in full force and effect. In all events, the validity, enforceability and priority of the Mortgage shall not be adversely affected or impaired by any of the terms of this Amendment to Construction Mortgage.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Construction Mortgage to be duly executed and delivered effective as of the date and year first above written.

BORROWER:

FIRST BAPTIST CHURCH HELENA, an
Alabama nonprofit corporation

By


Barry Butts, Sr.
Its Trustee

By


James Bailey Angel
Its Trustee

By


Michael Willingham
Its Trustee

STATE OF ALABAMA

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)ss.

COUNTY OF SHELBY

)

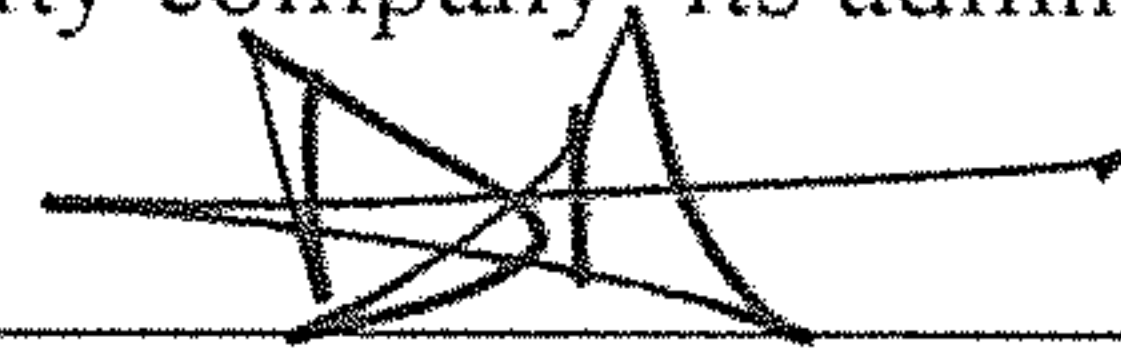
On the 9th day of ^{March} ~~January~~, 2015, before me, the undersigned, personally appeared BARRY BUTTS, SR., JAMES BAILEY ANGEL and MICHAEL WILLINGHAM, the Trustees of FIRST BAPTIST CHURCH OF HELENA, the Alabama nonprofit corporation identified in the foregoing instrument, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in their capacities as Trustees, that by their signatures on the instrument, FIRST BAPTIST CHURCH OF HELENA, on whose behalf said individuals acted, executed the instrument.

Barbara K. Harrison
Barbara K. Harrison, Notary Public
My Commission Expires: 03/15/2016

LENDER:

GREENWICH INVESTORS XLV TRUST
2013-1, a Delaware statutory trust, by WMD
Asset Management, LLC, a Delaware
limited liability company, its administrator

By



William M. Daugherty
Its Chief Executive Officer

ACKNOWLEDGMENT

FLORIDA
STATE OF ~~CALIFORNIA~~)
COUNTY OF ~~SANTA BARBARA~~)
DAVAL

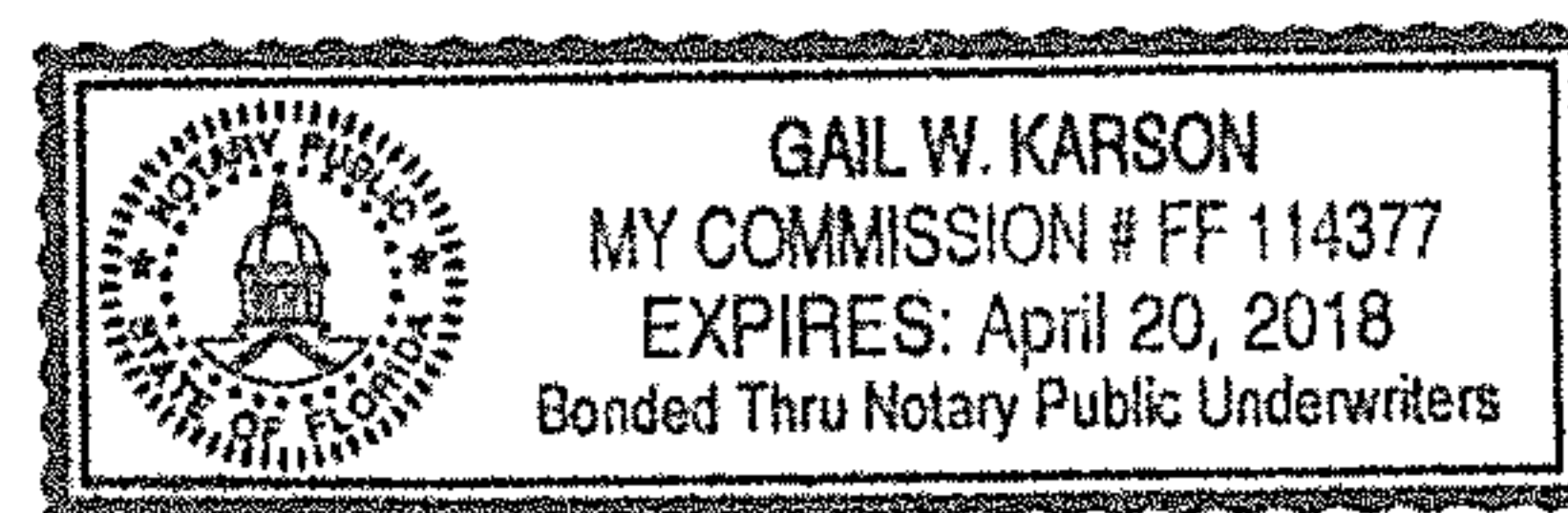
On 2/3/15, before me, William M Daugherty Chief Executive Officer
(insert name and title of the officer)

personally appeared William M. Daugherty, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certificate under PENALTY OF PERJURY under the laws of the State of ~~California~~ that the foregoing paragraph is true and correct.
FLORIDA

WITNESS my hand and office seal.

Signature Gail W Karson (Seal)



[Signature page to Amendment to Construction Mortgage]

