

This document prepared by:

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1819 Fifth Avenue North
Birmingham, AL 35203-2104

Cross Reference:

Instrument No. 20160629000227000
Instrument No. 20160629000227010

STATE OF ALABAMA)
COUNTY OF SHELBY)

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES**

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "Amendment"), dated effective as of this 21st day of July, 2021, among **THE CHURCH AT CAHABA BEND**, an United Methodist Church (the "Borrower"), whose address is 3721 Highway 52, Helena, Alabama 35080, and **SOUTHPOINT BANK**, an Alabama banking corporation (the "Lender"), Mortgagee, whose address is 3501 Grandview Parkway, Birmingham, Alabama 35243.

RECITALS

A. Borrower is indebted to Lender pursuant to that certain Promissory Note dated as of June 28, 2016, in favor of Lender in the principal amount of \$1,325,000.00 (as amended or modified, the "Note"). Note is secured by, among other things, that certain Mortgage and Security Agreement dated as of June 28, 2016, from Borrower to Lender, recorded in the Office of the Judge of Probate, Shelby County, Alabama, as Instrument No. 20160629000227000 (as amended or modified, the "Mortgage"), and that certain Assignment of Rents and Leases dated as of June 28, 2016, from Borrower to Lender, recorded in the Office of the Judge of Probate, Shelby County, Alabama as Instrument No. 20160629000227010(as amended or modified, the "Assignment").

B. The outstanding principal balance of the Note is \$1,112,372.23.

C. Borrower has requested and Lender has agreed to make an additional loan in the amount of \$500,000.00 (the "Additional Loan"). After the Additional Loan, the total indebtedness secured by the Security Documents, as hereinafter defined, shall be \$1,612,372.23.00.

D. In connection with execution of this Amendment, the parties desire to amend the Mortgage and the Assignment accordingly.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and other good and valuable consideration, the parties agree as follows:

1. The Mortgage and the Assignment, as amended by this Amendment (collectively, the "Security Documents"), shall from the date hereof forward secure the repayment of the Loan in the increased maximum principal amount of \$1,612,372.23, as evidenced by the Note. The term "Note", as used in the Security Documents and the Loan Documents, shall from this date forward refer to the Note.

2. Borrower represents and warrants that to the best of its knowledge all representations and warranties set forth in the Mortgage and the Assignment relating to Borrower are true and correct on the date hereof, and Borrower has no knowledge that any other representations or warranties are untrue.

3. Borrower represents and warrants that to the best of its knowledge no Event of Default, or event which with the giving of notice or lapse of time, or both, would constitute an Event of Default, has occurred or exists.

4. No right of Lender with respect to the Mortgage, the Assignment or any other loan documents executed in connection with the Note, the Mortgage and Assignment (collectively, the "Loan Documents") are or will be in any manner released, destroyed, diminished, or otherwise adversely affected by this Amendment.

5. All references in the Loan Documents to the Mortgage and Assignment shall be deemed to refer, from and after the date hereof, to the Mortgage and Assignment, as amended hereby, and as the same may be hereinafter amended.

6. Except as hereby expressly modified and amended, the Mortgage and Assignment shall remain in full force and effect, and the Mortgage and Assignment, as so amended, is hereby certified and affirmed in all respects. Borrower confirms that it has no defenses or setoffs with respect to its obligations pursuant to the Mortgage, as herein amended.

7. This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

8. This Amendment may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.


9. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS AMENDMENT, THE MORTGAGE, OR THE OTHER LOAN DOCUMENTS, OR (ii) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AMENDMENT, THE MORTGAGE, OR THE OTHER LOAN DOCUMENTS OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE**

EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF BORROWER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

[Signature Pages Follow]

LENDER:

SOUTHPOINT BANK

By: 
John Sivley
Its Vice President

STATE OF ALABAMA

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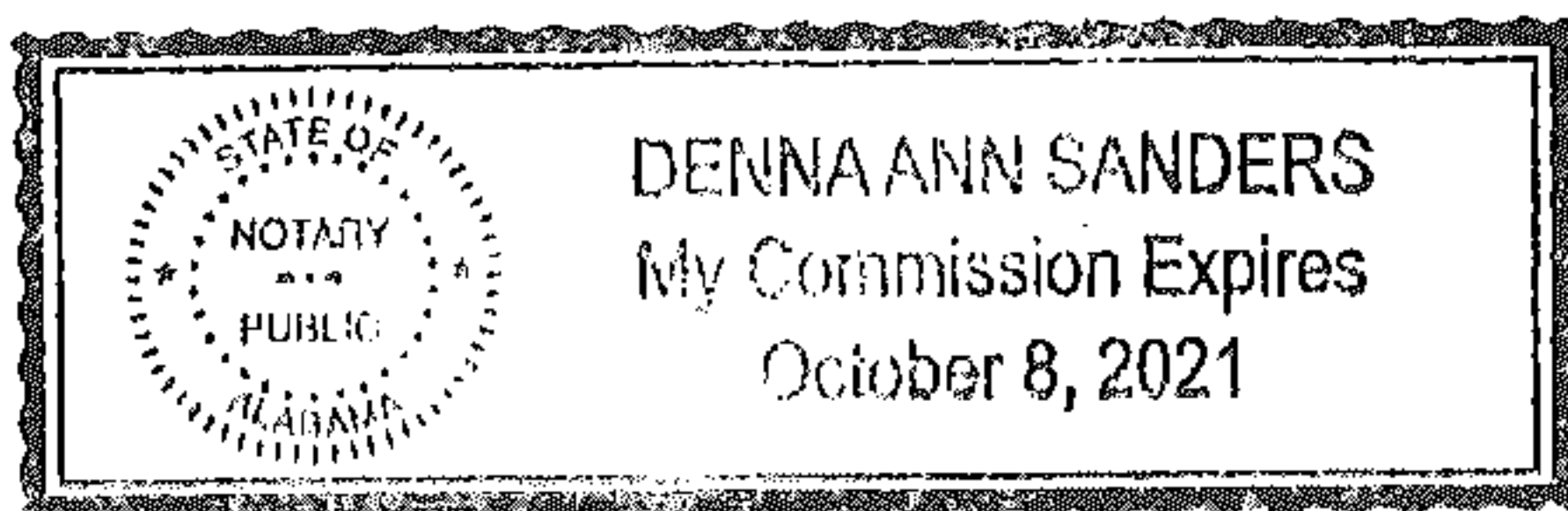
JEFFERSON COUNTY

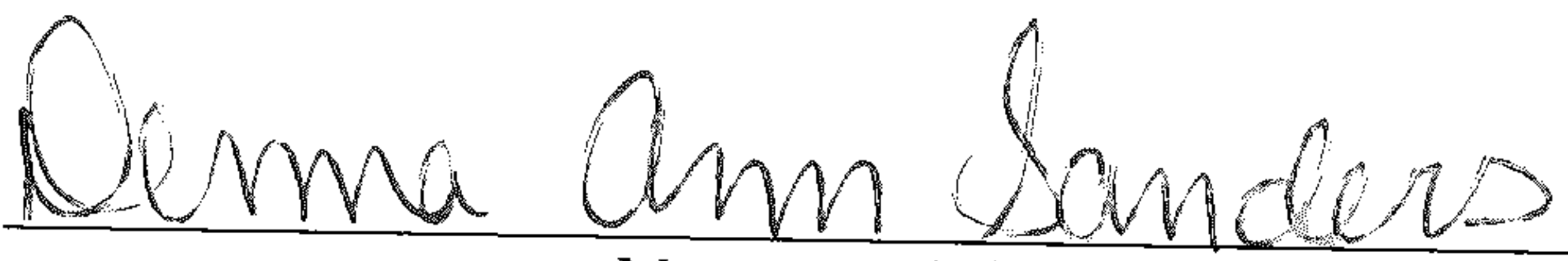
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I, the undersigned, a notary public in and for said county in said state, hereby certify that John Sivley, whose name as Vice President of SouthPoint Bank is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank, acting in its capacity as Vice President as aforesaid.

Given under my hand and official seal this 21st day of July, 2021.




Notary Public

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

BORROWER:

THE CHURCH AT CAHABA BEND,
an United Methodist Church

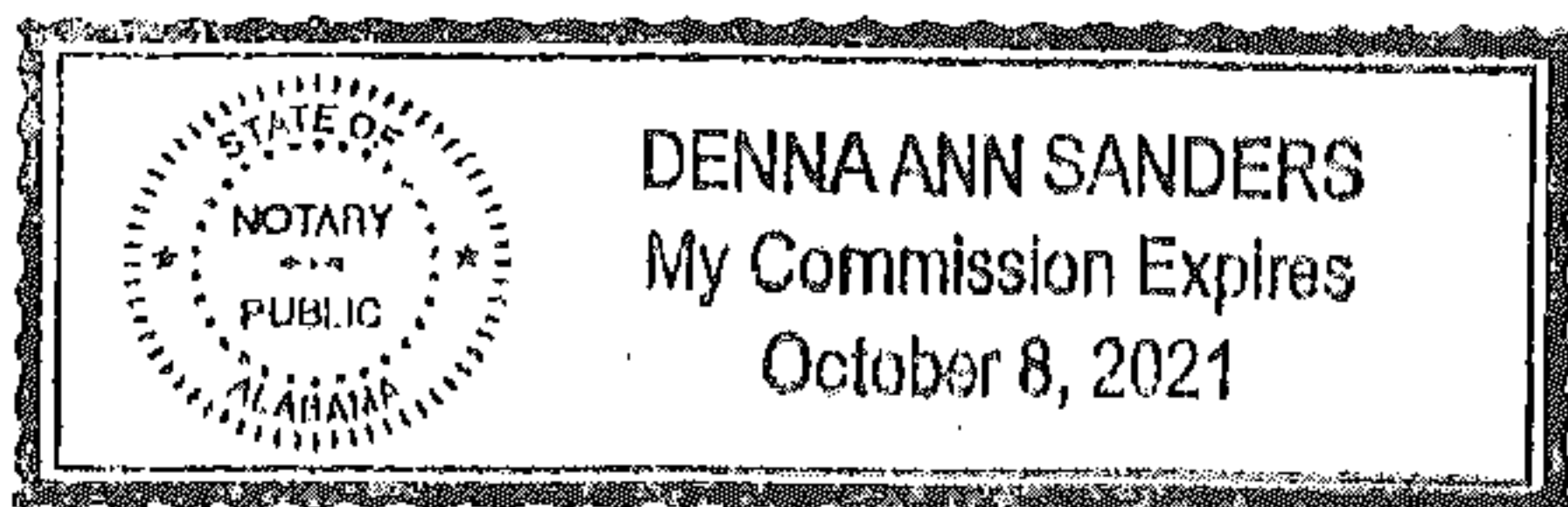
By: James Christopher Smith
Print Name: James Christopher Smith
Its: Finance Chair

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James Christopher Smith, whose name as Finance Chair of The Church at Cahaba Bend, an United Methodist Church, 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 said instrument, he, as such Finance Chair and with full authority, executed the same voluntarily for and as the act of said Church.

Given under my hand and official seal this 21st day of July, 2021.



[NOTARIAL SEAL]

Denina Ann Sanders
Notary Public

My commission expires: 10-8-2021



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/22/2021 08:23:47 AM
\$784.00 CHERRY
20210722000354540

Allen S. Bevil