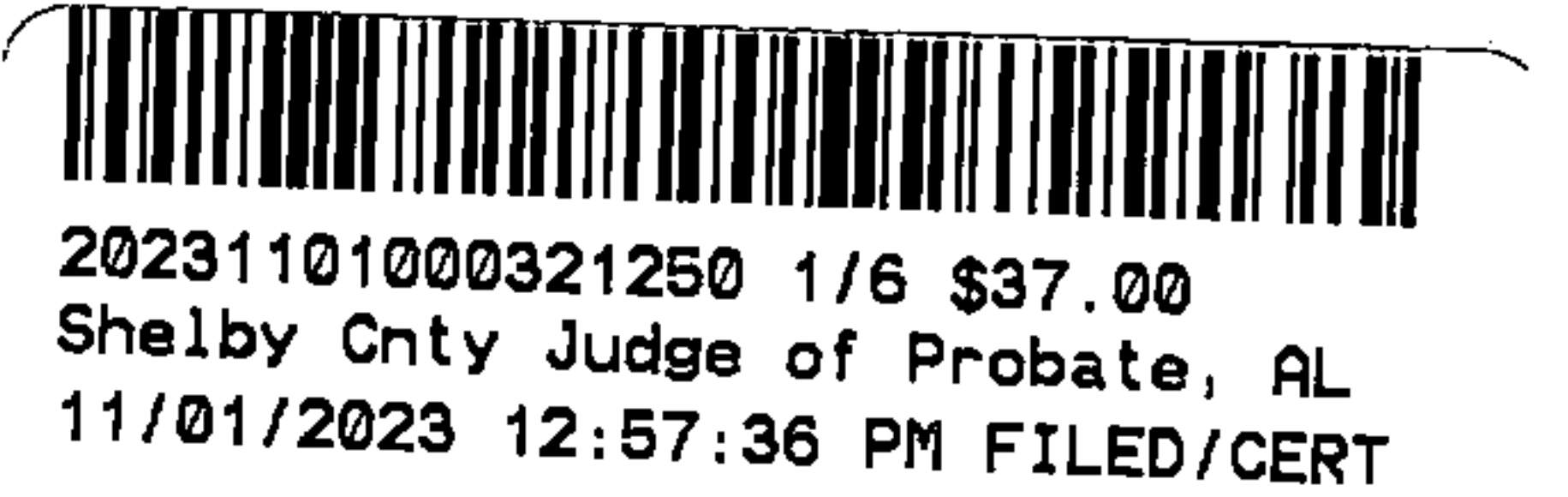




THIS INSTRUMENT PREPARED BY:

Blake Fillingim
Trustmark National Bank
835 Main Street
Montevallo, AL 35115
251-431-7824

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39205
601-208-6636

TRANSFEROR-SELLERS:

Helena United Methodist Church
2035 Hwy 58
Helena, AL 35080
205-663-0111

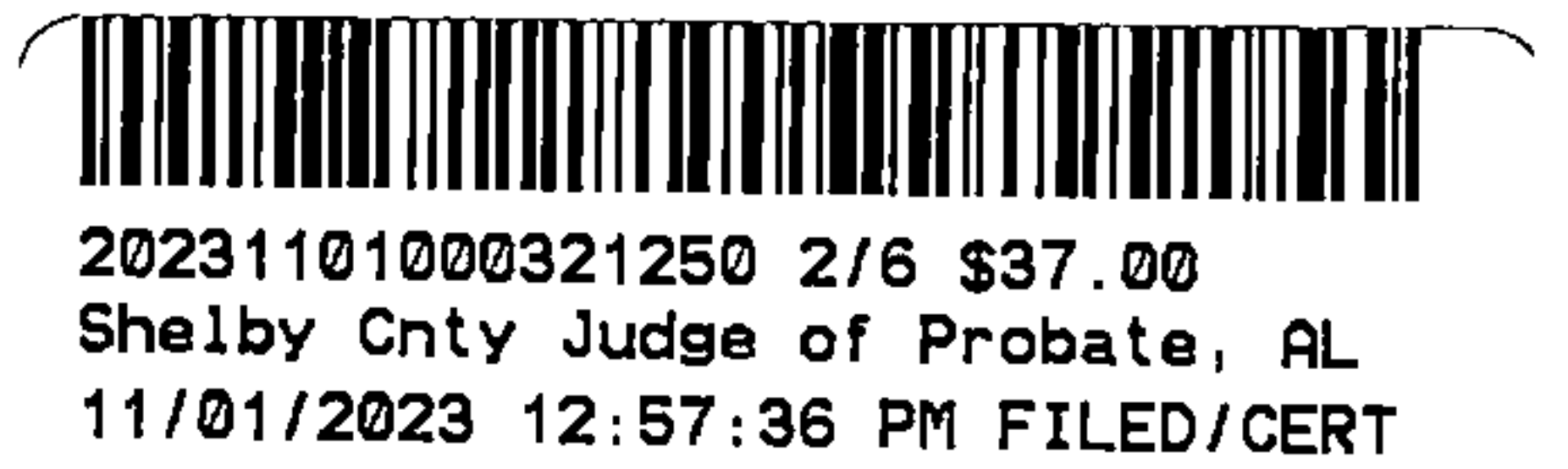
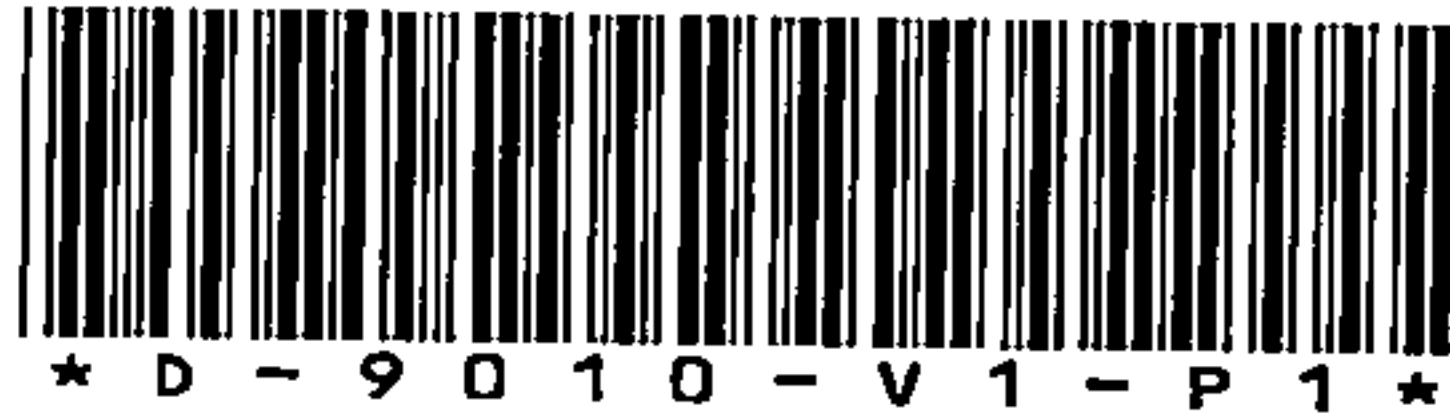
TRANSFeree-PURCHASER:

Helena Methodist Church
2035 Hwy 58
Helena, AL 35080
205-663-0111

TRUSTMARK NATIONAL BANK

ASSUMPTION WITHOUT RELEASE AGREEMENT

THIS AGREEMENT made this 30th day of October, 2023, by and among Helena United Methodist Church, hereinafter called "Transferor-Sellers"; Helena Methodist Church, hereinafter called "Transferee-Purchaser"; and Trustmark National Bank, hereinafter called "Lender";



WITNESSETH:

WHEREAS, the Transferor-Sellers did on **July 27, 2017**, execute and deliver unto Lender a Promissory Note (No. 28865673-24508) in the amount of One Million Nine Hundred Fifty Thousand Dollars and 00/100 (U.S. \$1,950,000.00), for the payment of said sum, together with interest thereon at the rate and terms as more fully set forth in said Note and did execute certain security documents with regard thereto.

THE TRANSFEROR-SELLER did also execute, acknowledge and deliver the following collateral to Lender as security for the above-described indebtedness:

Negative Pledge Agreement dated March 15, 2006, recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20060316000122240.

Negative Pledge Agreement dated January 20, 2010, recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20100222000053020.

WHEREAS, Lender is the holder of said Notes and Negative Pledge Agreements securing the payment thereof including any renewals, extensions and modifications thereof.

WHEREAS, the Transferor-Seller has conveyed the above-described collateral to the Transferee-Purchaser and said Transferee-Purchaser desires to assume and agrees to pay said indebtedness and perform all obligations under said Notes and the security documents with regard thereto, and Bank is willing to consent to said transfer and assumption of said indebtedness, but it is not willing to release the undersigned Transferor-Seller or other obligors from their present liability on said Note and security documents;

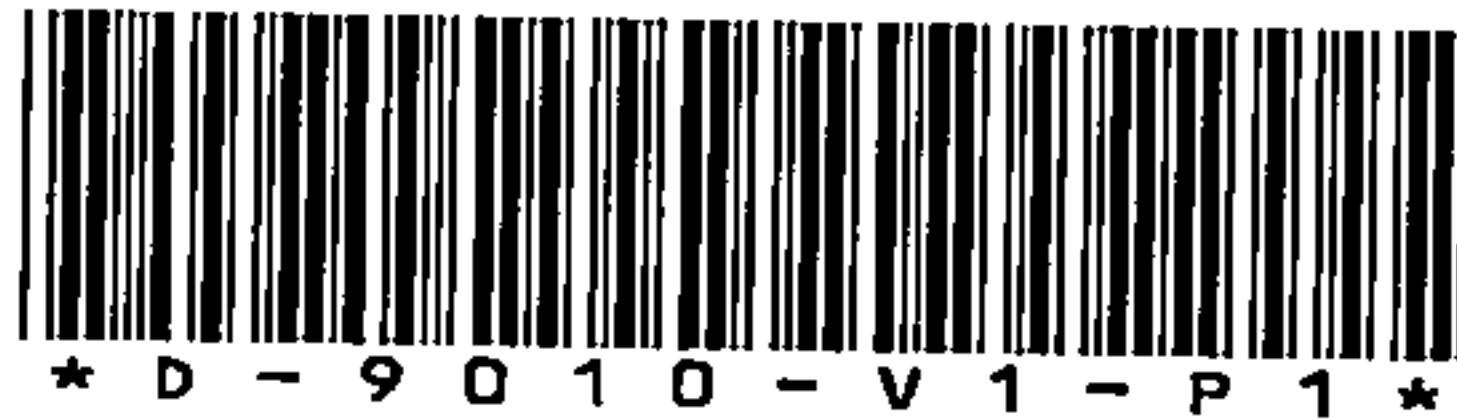
NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in consideration of mutual promises of the parties hereto, the parties do hereby mutually agree, covenant and bind themselves as follows:

1. The Lender does hereby consent to the sale and/or transfer of the above-described collateral from the undersigned Transferor-Seller to the undersigned Transferee-Purchaser.



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Shelby Cnty Judge of Probate, AL
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2. The Transferee-Purchaser does hereby assume and agree to pay the principal sum of the indebtedness evidenced by said Promissory Notes, and any renewals, modifications and extensions thereof said Notes being secured by the collateral described herein and in the security documents with interest accruing at the rate specified in said Notes and security documents, in accordance with the terms and conditions of said Notes and Negative Pledge Agreements and other loan documents not specifically mentioned herein or as said terms may from time to time be modified or changed, with the same force and effect as if the said Notes and security documents had originally been executed by the undersigned Transferee-Purchaser, and that all of the terms and conditions of the Promissory Notes, Negative Pledge Agreements, and any and all of the loan documents originally executed by the Transferor-Seller which may or may not be specifically referred to herein shall remain in full force and effect and said Transferee-Purchaser shall be fully and completely bound thereby.
3. The undersigned Transferor-Seller agrees that their present liability under said Promissory Notes, Negative Pledge Agreements and any and all loan documents originally executed by Transferor-Seller and any renewals, extensions and modifications thereof, shall not be impaired, prejudiced or affected in any way whatsoever by this agreement or by sale of or conveyance of the above-described collateral, or by the assumption by the undersigned Transferee-Purchaser of said Notes and security documents, or by any subsequent change or modification in the terms, time manner of method of payment of said indebtedness, or any part thereof contracted by and between the Lender and the Transferee-Purchaser, or any subsequent transferees, whether or not such changes or such transfers have been consented to by the undersigned Transferor-Sellers.
4. There are no offsets or defenses to said Promissory Notes and/or the Negative Pledge Agreements or to the amount of the debt represented thereby.
5. Except as modified by this agreement, all of the provisions of said Promissory Notes, and any renewals, extensions and modifications thereof, and said Negative Pledge Agreements are and shall remain in full force and effect and are and shall be performed by the Transferee-Purchaser.

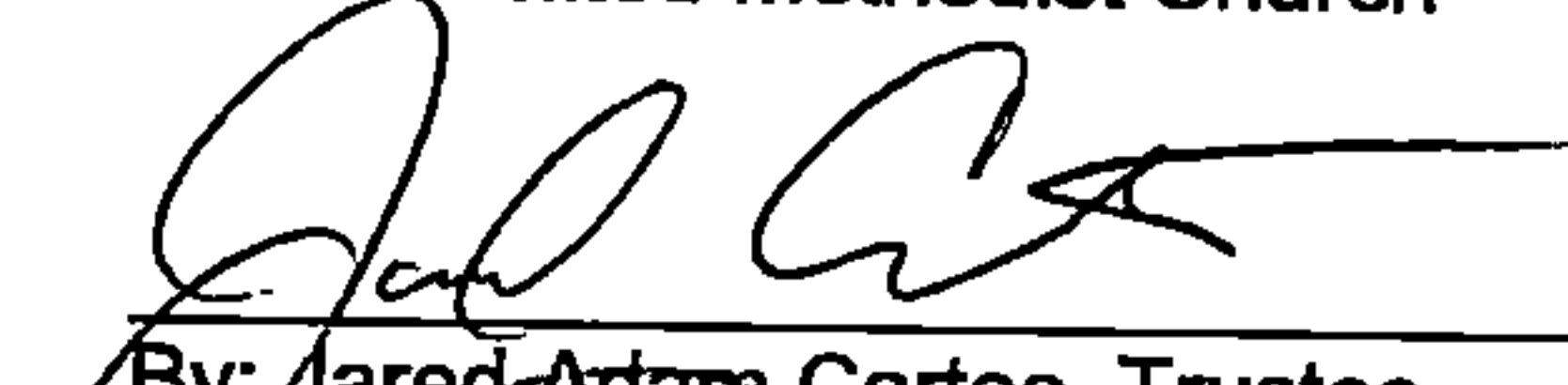


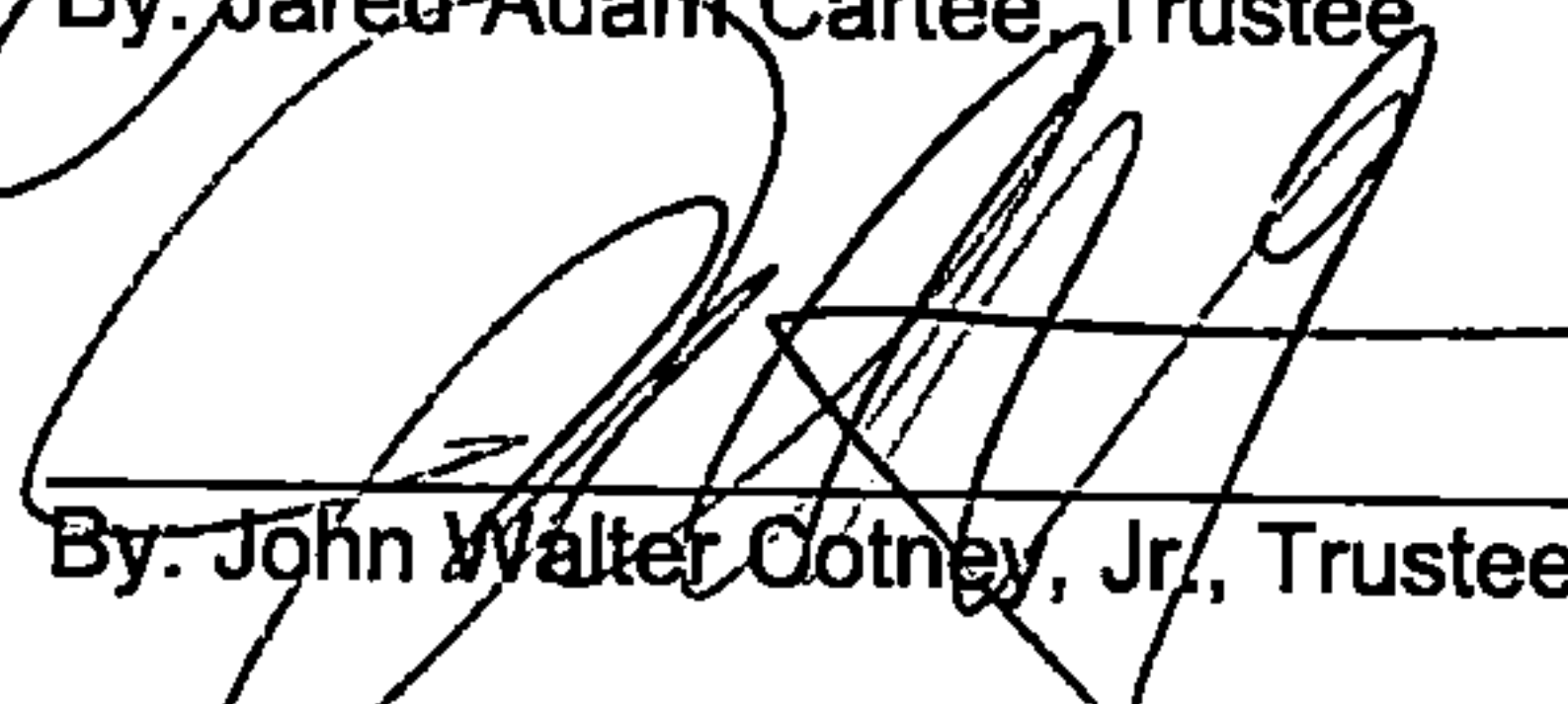
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Shelby Cnty Judge of Probate, AL
11/01/2023 12:57:36 PM FILED/CERT

THIS AGREEMENT is joint and several and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, devisees, administrators, executors, successors and assigns.

TRANSFEROR-SELLERS:

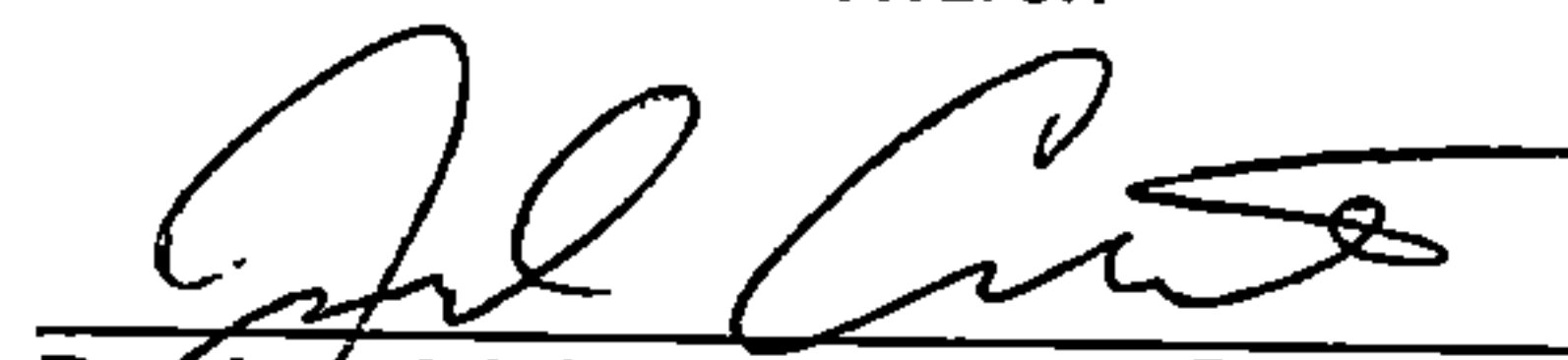
Helena United Methodist Church

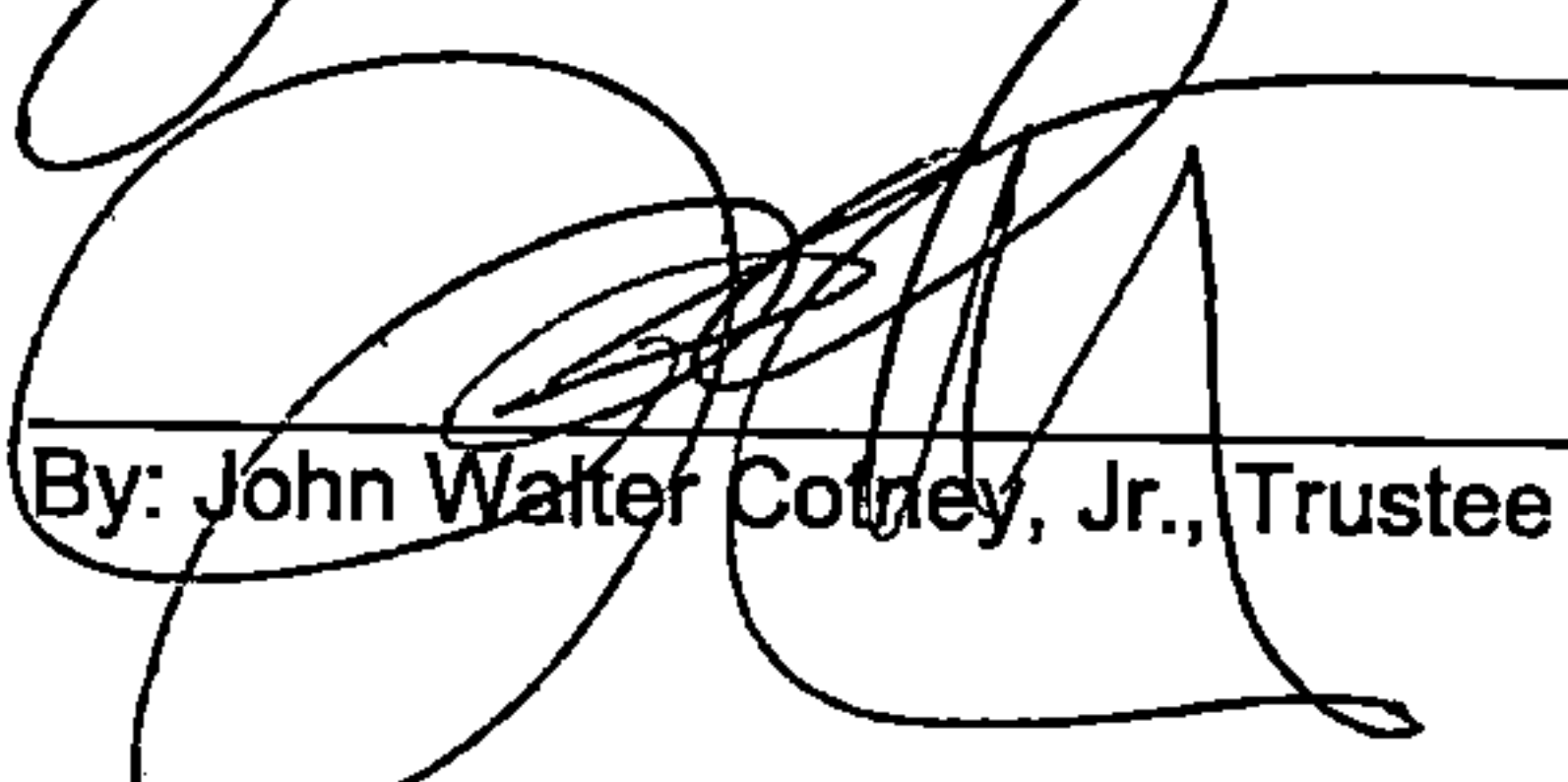

By: Jared Adam Cartee, Trustee


By: John Walter Cotney, Jr., Trustee

TRANSFeree-PURCHASER:

Helena Methodist Church


By: Jared Adam Cartee, Trustee


By: John Walter Cotney, Jr., Trustee

TRUSTMARK NATIONAL BANK


Blake Fillingim, Vice President



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 Shelby Cnty Judge of Probate, AL
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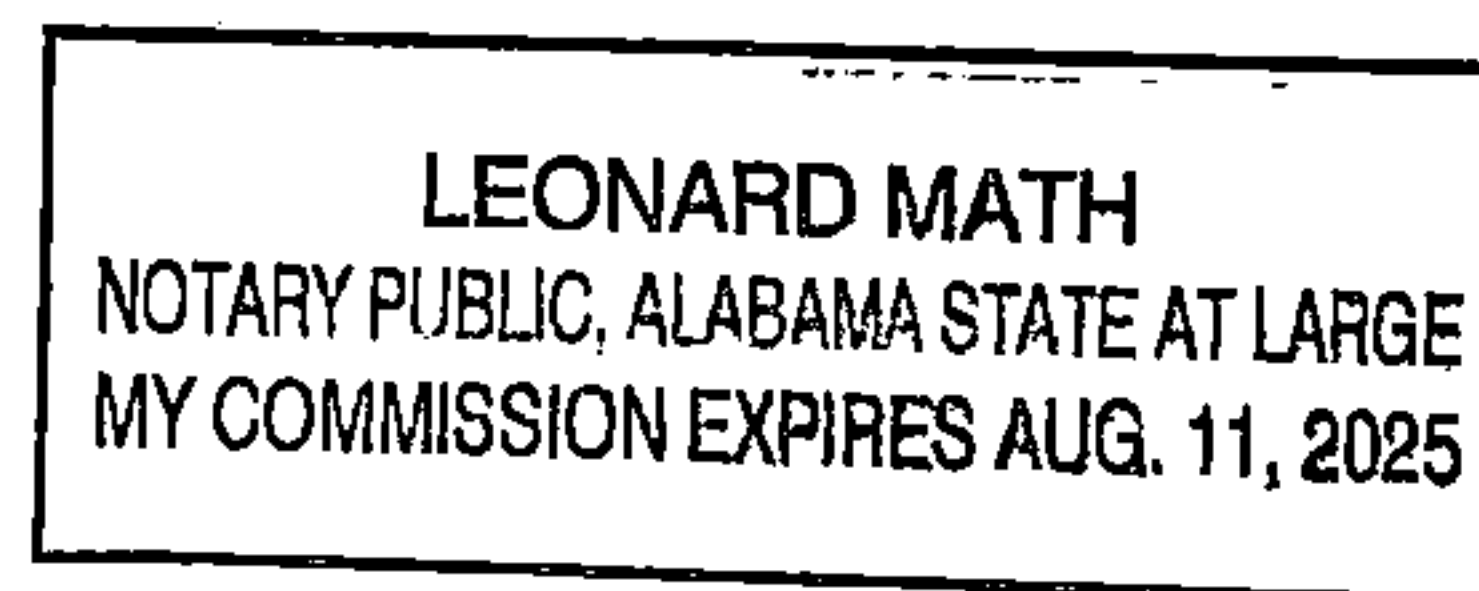
ACKNOWLEDGMENT

STATE OF ALABAMA
 COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of October 2023, within my jurisdiction, the within named Jared Adam Cartee and John Walter Cornet, Jr. who acknowledged that (they) are Trustees of Helena United Methodist Church a non-profit Corporation, and that for and on behalf of the said Corporation and as its act and deed (he/she) executed the above and foregoing instrument, after having been duly authorized by said Corporation so to do.

My Commission Expires:

 Notary Public



ACKNOWLEDGMENT

STATE OF MISSISSIPPI
 COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of October 2023, within my jurisdiction, the within named Jared Adam Cartee and John Walter Cornet, Jr. who acknowledged that (they) are Trustees of Helena Methodist Church a non-profit Corporation, and that for and on behalf of the said Corporation and as its act and deed (he/she) executed the above and foregoing instrument, after having been duly authorized by said Corporation so to do.

My Commission Expires:

 Notary Public



20231101000321250 6/6 \$37.00
Shelby Cnty Judge of Probate, AL
11/01/2023 12:57:36 PM FILED/CERT

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of October, 2023 within my jurisdiction, the within named Blake Fillingim who acknowledged that he is Vice President of Trustmark National Bank, a national banking association, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.

My Commission Expires:



Notary Public

LEONARD MATH
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES AUG. 11, 2025