

This Instrument Prepared By: Nayelli Patterson, 2778 West Jackson Street, PO Box 4360, Tupelo, MS 38803, (662)620-3719

Return To: Cadence Bank Loan Ops, 2778 West Jackson Street, PO Box 4360, Tupelo, MS 38803

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**FIRST AMENDMENT  
TO THE Real Estate Mortgage**

**Granting Party: LIBERTY  
BAPTIST CHURCH OF  
CHELSEA, ALABAMA, INC  
App ID: A2024032074497**

THIS FIRST AMENDMENT is made this 13th day of May, 2024, and shall be deemed to amend the Real Estate Mortgage recorded at instrument no. 2015921000328480 and all other amendments, modifications, addenda, and riders thereto (jointly herein, the "Security Agreement"), executed by the undersigned (herein, the "Granting Party," whether there are one or more persons undersigned), and **Cadence Bank** (herein, the "Lender") related to loan no. \*\*\*\*885667 (herein, the "Subject Loan").

All capitalized terms used but not specifically defined by this First Amendment shall have the same meanings as assigned to them in the Security Agreement. Except as specified herein, all of the terms and conditions of the Security Agreement apply to this First Amendment. To the extent there is any conflict between any provision of this First Amendment and the Security Agreement, the terms of this First Amendment shall control. The Security Agreement, as amended by this First Amendment, shall remain in full force and effect, except as modified herein. This First Amendment is not intended to be, and shall not be construed to constitute, a novation of the Security Agreement.

The Granting Party and the Lender covenant and agree that if the Lender has not obtained sufficient flood insurance pursuant to the National Flood Insurance Act of 1968, and the Flood Disaster Protection Act of 1973, as amended, and the regulations issued thereunder (collectively, the "FDPA"), to cover the personal property, contents, or belongings (herein, the "Contents") located at, on, or within any real estate, buildings, or structures that secure the Subject Loan (herein, the "Securing Real Estate") and that become located in an area designated as a special flood hazard area by the Administrator of the Federal Emergency Management Agency ("SFHA") for which flood insurance is available, the following provision of this First Amendment shall become effective immediately upon such Securing Real Estate becoming located in a SFHA (the "SFHA Date").

**Release of Personal Property.** Notwithstanding any language to the contrary in the Security Agreement or any other document related to the Subject Loan

(herein, collectively, the “Loan Documentation”), the Lender releases and disclaims in full as collateral or security for the Subject Loan the Contents that are secured by the Security Agreement, that are located at, on, or within the Securing Real Estate, and that are not covered by sufficient flood insurance pursuant to the FDPA. As of the SFHA Date, the Lender shall not retain any security interest for the Subject Loan in the Contents pursuant to the Security Agreement or the Loan Documentation, unless it is covered by sufficient flood insurance pursuant to the FDPA.

The Granting Party and the Lender further covenant and agree that if any prior, current, or future loans or debts, other than the Subject Loan, between the Granting Party and the Lender (herein, the “Other Debts”), are cross-collateralized and secured through the Security Agreement, and such Other Debts are also secured by any means by a building, structure, or by real estate (herein, the “Cross-Collateralized Real Estate”) located in a SFHA (herein, the “SFHA Debts”), the following provision of this First Amendment shall become effective immediately upon such Cross-Collateralized Real Estate becoming located in a SFHA (the “Cross-Collateralization SFHA Date”).

**Release of Cross-Collateralized Security Interest.** Notwithstanding any language to the contrary in the Security Agreement or the Loan Documentation, the Lender releases and disclaims in full that portion of its security interest securing the Subject Loan that is comprised of collateral secured by a SFHA Debt document or a SFHA Debt contract or agreement between the Granting Party and the Lender. As of the Cross-Collateralization SFHA Date, the Lender shall not retain, via a cross-collateralization provision in any of the Loan Documentation or otherwise, a security interest for the Subject Loan in any SFHA Debt or the collateral securing any SFHA Debt. If the Security Agreement is a multiple indebtedness mortgage, the release and disclaimer described in this paragraph shall not include or extend to any Other Debt relating to or on the Securing Real Estate.

Beyond the changes to the scope of the Lender’s security interest for the Subject Loan rendered by the preceding paragraphs entitled “Release of Personal Property” and “Release of Cross-Collateralized Security Interest” (together, the “Release Provisions”) that become effective on the SFHA Date and/or the Cross-Collateralization SFHA Date, as appropriate, no other aspect of the Lender’s collateral or security interest for the Subject Loan, as defined by the Loan Documentation, is modified by this First Amendment. This First Amendment does not affect, to any extent, the scope of the collateral or security interest securing the Subject Loan, other than the changes set forth in the Release Provisions.

To the extent that the scope of the Lender’s security interest for the Subject Loan, as modified by this First Amendment, does not align with the scope of the security interest as defined by any other provision of the Loan Documentation, the Granting Party and the Lender agree that this First Amendment shall control for all purposes in any conflicts regarding the scope of the Lender’s security interest taken for the Subject Loan after the date this First Amendment is executed by the Granting Party and the Lender.

Except as modified herein, nothing shall otherwise impair, alter or diminish the effect, lien or encumbrance of the Security Agreement or other Loan Documentation, or any of the rights and remedies of the holder thereof.

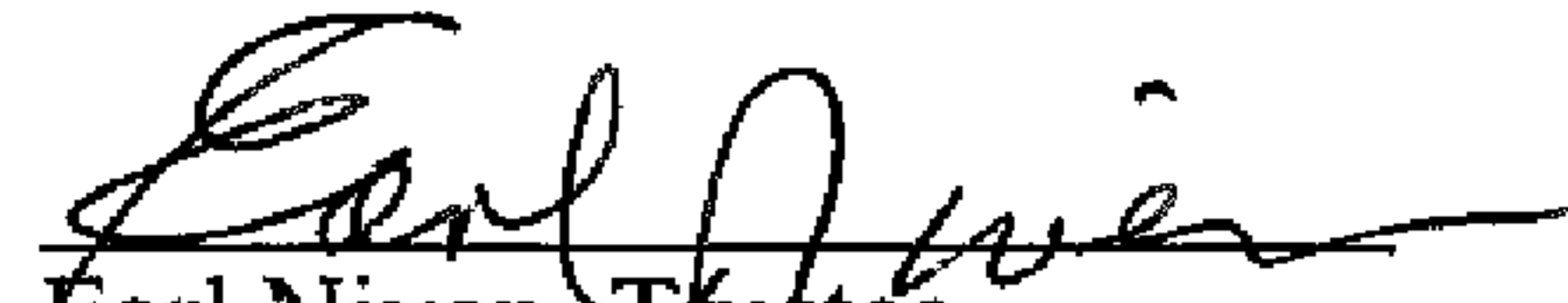
BY SIGNING BELOW, the Granting Party accepts and agrees to the terms and covenants contained in this First Amendment.

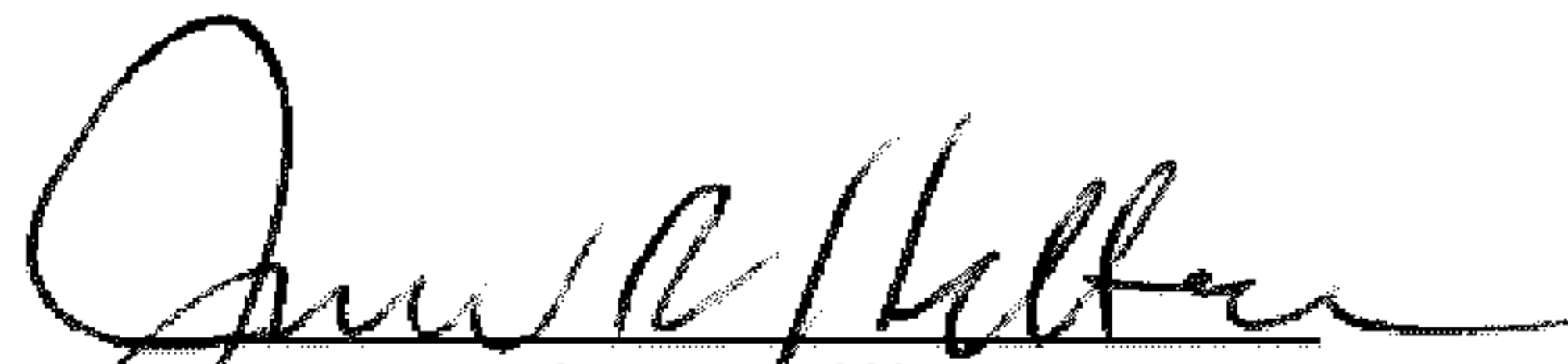
Executed as of May 13, 2024

**Granting Party:**


**LIBERTY BAPTIST CHURCH OF CHELSEA, ALABAMA, INC.**

*an Alabama corporation*

  
Earl Niven, Trustee

  
James Rodney Hillman, Trustee

**Cadence Bank:**

  
Darryl Bell  
Relationship Manager III

## ACKNOWLEDGMENT:

State of Alabama  
County of Jefferson

I, LYNDA HIGGINBOTHAM a notary public, in and for said county in said state, hereby certify that Earl Niven, whose name(s) as Trustee of LIBERTY BAPTIST CHURCH OF CHELSEA, ALABAMA, INC. an Alabama corporation, on behalf of the corporation, is are/signed to the foregoing instrument and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he/she/they, as such Trustee and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand May 13, 2024.

Lynda Higginbotham  
Notary Public

LYNDA HIGGINBOTHAM  
(Print Name)

My commission expires: \_\_\_\_\_

<b>LYNDA HIGGINBOTHAM</b> Notary Public, Alabama State at Large My Commission Expires June 7, 2026
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## ACKNOWLEDGMENT:

State of Alabama  
County of Jefferson

I, LYNDA HIGGINBOTHAM a notary public, in and for said county in said state, hereby certify that James Rodney Hillman, whose name(s) as Trustee of LIBERTY BAPTIST CHURCH OF CHELSEA, ALABAMA, INC. an Alabama corporation, on behalf of the corporation, is are/signed to the foregoing instrument and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he/she/they, as such Trustee and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand May 13, 2024.

Lynda Higginbotham  
Notary Public

LYNDA HIGGINBOTHAM  
(Print Name)

My commission expires: \_\_\_\_\_

<b>LYNDA HIGGINBOTHAM</b> Notary Public, Alabama State at Large My Commission Expires June 7, 2026
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Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/15/2024 08:55:37 AM  
\$35.00 CHARITY  
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*Allie S. Bayl*

