

WHEN RECORDED MAIL TO:
PEOPLES BANK OF ALABAMA
CULLMAN MAIN BRANCH
1912 CHEROKEE AVE SW
CULLMAN, AL 35055

20140304000059430 1/5 \$1006.70
Shelby Cnty Judge of Probate, AL
03/04/2014 02:40:26 PM FILED/CERT

SEND TAX NOTICES TO:
AUM PROPERTIES, L.L.C.
2098 Royal Fern Lane
Birmingham, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

Notice: The original principal amount available under the Note (as defined below), which was \$1,624,294.24 (on which any required taxes already have been paid), now is increased by an additional \$653,800.00.

THIS MODIFICATION OF MORTGAGE dated February 14, 2014, is made and executed between AUM PROPERTIES, LLC A/K/A AUM PROPERTIES, L.L.C. whose address is 232 Cahaba Valley Road, PELHAM, AL 35124 (referred to below as "Grantor") and PEOPLES BANK OF ALABAMA, whose address is 1912 CHEROKEE AVE SW, CULLMAN, AL 35055 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 15, 2013 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in Instrument#20131119000453830 and recorded on 11/19/2013 in the Office of the Judge of Probate of Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 232 Cahaba Valley Road, Pelham, AL 35124.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The loan amount has increased from \$1,624,294.24 to \$2,278,022.28.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 14, 2014.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:


AUM PROPERTIES, L.L.C.

By:  (Seal)
Rakesh Patel, Manager Member of AUM
PROPERTIES, L.L.C.

By:  (Seal)
Hina Patel, Member of AUM PROPERTIES, L.L.C.

LENDER:

PEOPLES BANK OF ALABAMA

X  (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

This Modification of Mortgage prepared by:

Name: Christina Dover, Loan Processor for Peoples Bank of Al.
Address: 1912 CHEROKEE AVE SW
City, State, ZIP: CULLMAN, AL 35055

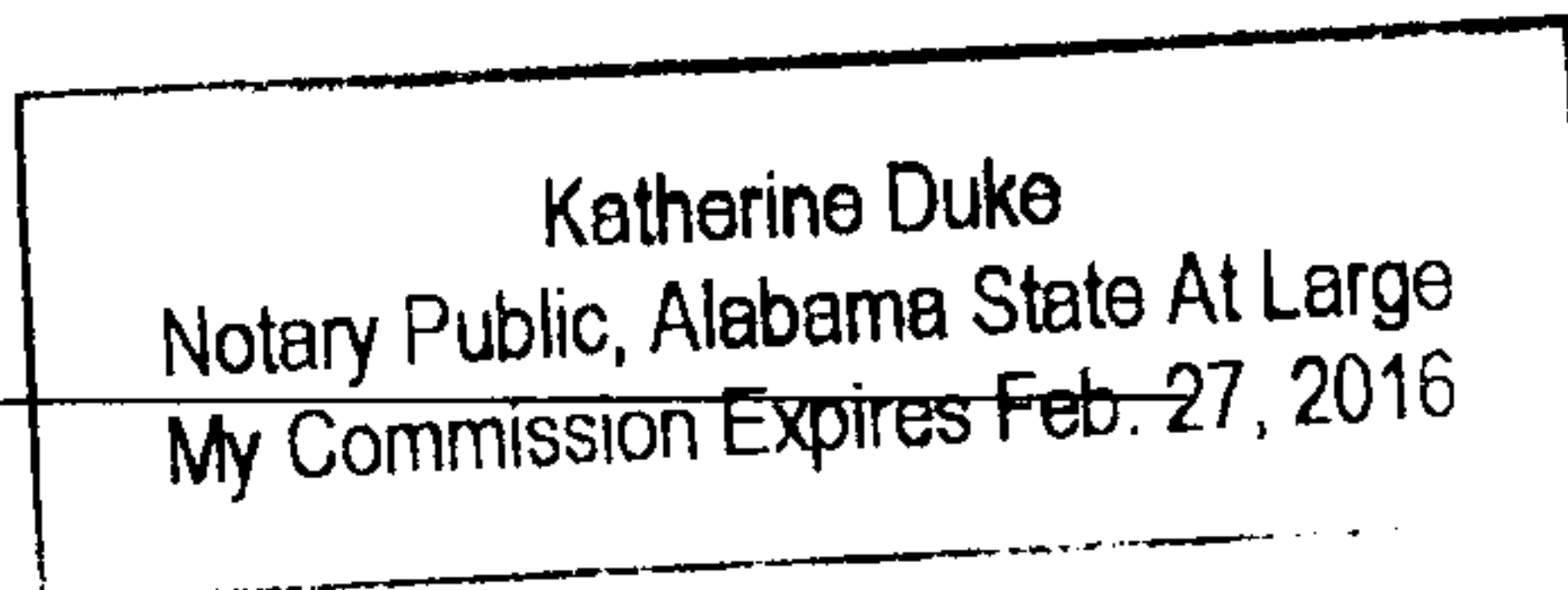
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Cullman)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Rakesh Patel, Manager Member of AUM PROPERTIES, L.L.C. and Hina Patel, Member of AUM PROPERTIES, L.L.C.**, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such managers or members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 14th day of February, 2014.

My commission expires



Katherine Duke
Notary Public

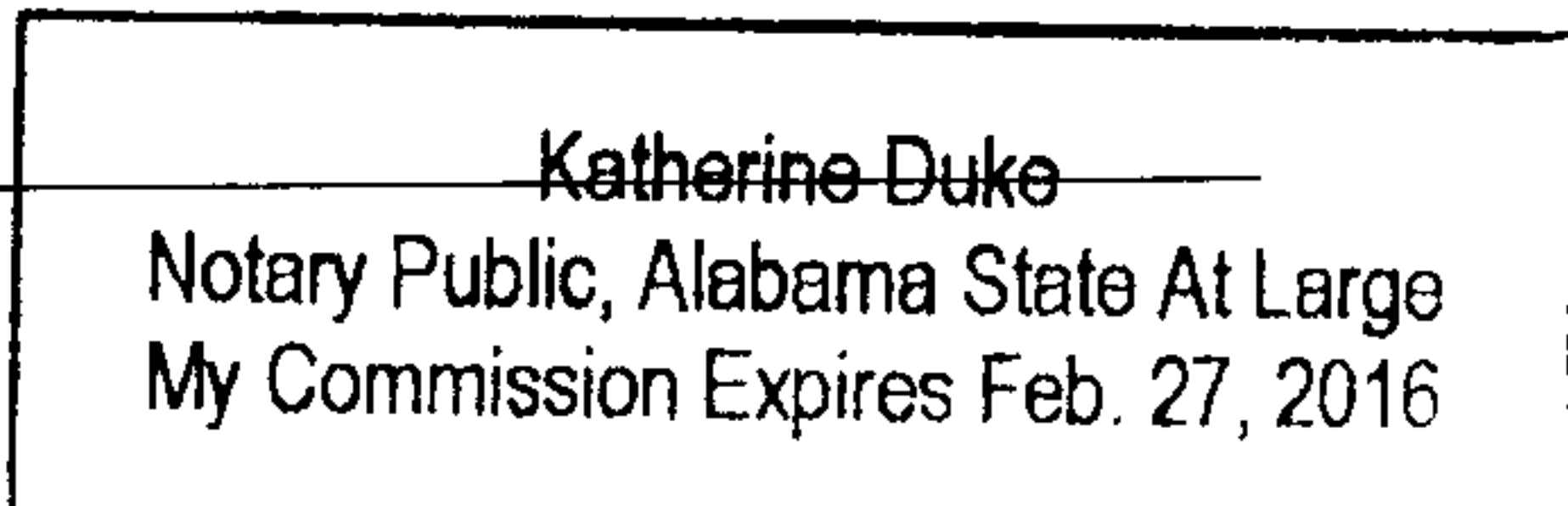
LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Cullman)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that M. Steve Stanford whose name as GVP of **PEOPLES BANK OF ALABAMA** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such GVP of **PEOPLES BANK OF ALABAMA**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14th day of February, 2014.

My commission expires



Katherine Duke
Notary Public

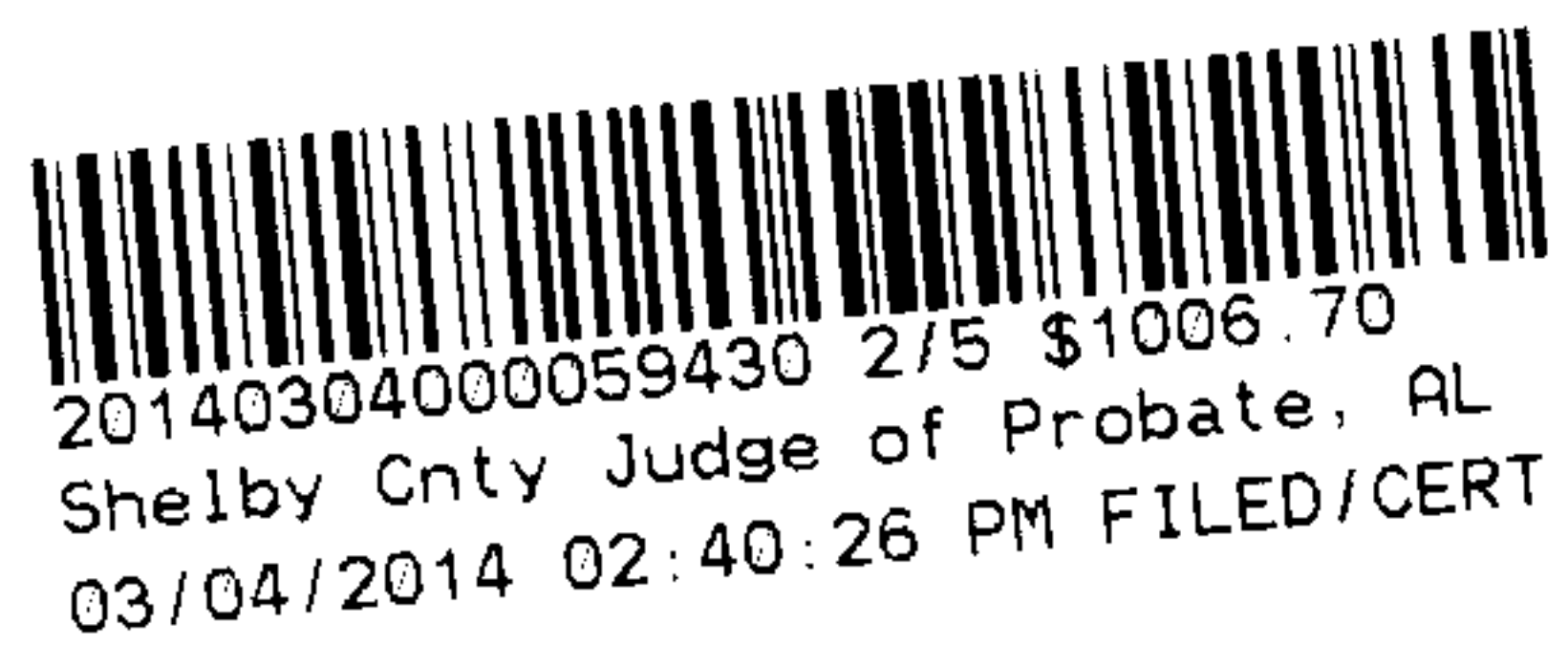


EXHIBIT "A"

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet to the Point of Beginning; thence continue Southwesterly along the same course 418.06 feet; thence right 91 degrees 31 minutes 00 seconds Northwesterly 213.78 feet; thence right 115 degrees 06 minutes 05 seconds Easterly 129.88 feet; thence left 90 degrees 00 minutes 00 seconds Northerly 69.00 feet; thence right 83 degrees 45 minutes 35 seconds Northeasterly 151.35 feet; thence right 00 degrees 29 minutes 40 seconds Easterly 129.18 feet; thence left 86 degrees 49 minutes 01 seconds Northerly 75.46 feet; thence left 90 degrees 00 minutes 00 seconds Westerly 3.00 feet; thence right 90 degrees 00 minutes 00 seconds Northerly 83.61 feet; thence left 97 degrees 15 minutes 13 seconds Westerly 2.98 feet; thence right 90 degrees 00 minutes 00 seconds Northwesterly 73.39 feet; thence right 90 degrees 19 minutes 27 seconds to the chord of a curve to the left, concave Northerly, with a radius of 1979.89 feet, a central angle of 00 degrees 39 minutes 34 seconds and a chord length of 22.79 feet; thence run Easterly, then Northeasterly along the arc of said curve 22.79 feet; thence right 89 degrees 40 minutes 33 seconds from the chord extended Southeasterly 344.10 feet to the Point of Beginning.

PARCEL II: THE FOLLOWING NON-EXCLUSIVE PERPETUAL EASEMENTS WHICH ARE INTENDED TO RUN WITH THE LAND AS CONVEYED IN DEED RECORDED IN 2000-20218.

i) An easement for vehicular and pedestrian ingress and egress over and across those parcels of real property described as follows:

i) Commence at the Southeast Corner of the Southwest 1/4 of Section 31; thence run North along the 1/4 section line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds, 517.90 feet; thence 106 degrees 46 minutes 08 seconds right and run in a Northwesterly direction along the Easterly property line of the "Interstate Restaurant Investors" property (which is the Westerly property line of the "Bassett Furniture" property) for a distance of 188.10 feet to the POINT OF BEGINNING; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Instrument #1994-17716, in the Probate Office of Shelby County, Alabama; thence 90 degrees 00 minutes 00 seconds left 16.22 feet; thence 82 degrees 42 minutes 48 seconds left and leaving said existing easement run a distance of 83.28 feet; thence 90 degrees 00 minutes 00 seconds left 27.0 feet to the point of beginning.

ii) Commence at the Southeast Corner of the Southwest Quarter of Section 31; thence run North along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds, 517.90 feet; thence 106 degrees 46 minutes 08 seconds right and run in a Northwesterly direction along the Westerly property line of "Bassett Furniture" property (which is the Easterly property line of the "Interstate Restaurant Investors" property) for a distance of 188.10 feet to the Point of Beginning; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Instrument #1994-17716, in the Probate Office of Shelby County, Alabama; thence 90 degrees 00 minutes 00 seconds right, 11.0 feet; thence 97 degrees 17 minutes 12 seconds right and leaving said existing easement run a distance of 86.73 feet to the POINT OF BEGINNING.

iii) A strip 36 feet in width, extending back from Highway 119, 100 feet along the border between "Bassett Furniture" property and "Interstate Restaurant Investors" property, for the use of a joint driveway. Said joint driveway is to be 36 feet in width, extending back 100 feet from Highway 119, one-half of which is located on the "Bassett Furniture" property and one-half located on the "Interstate Restaurant Investors" property; being further described as follows: Commence at a point 11 feet Westerly and 16.33 feet Easterly of the Northeast and Northwest corners, respectively, of an easement described in Instrument #1999-49463, being the point of beginning of the centerline of the 36 foot wide easement described in Instrument #1994-17716, being on the

joint property line of an existing Bassett Furniture Store on the East and property owned by Interstate Restaurant Investors (IRI) on the West; thence run Northwesterly along the property line 100 feet to the old South right-of-way line (80 foot wide right-of-way) of Alabama Highway No.119, said easement being 36 feet wide, 18 feet on both sides of the above described centerline.

- 2) An easement for ingress, egress and utilities over and across that portion of the real property known as the Frontage Road described as follows:
 - i) A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 683.30 feet to point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the left of 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence run in a Easterly direction parallel with the South right-of-way line of Alabama Highway No.119 for a distance of 190.54 feet to the end of the easement herein described.
 - ii) A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right of 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 683.30 feet to point on a curve to the left; thence turn an interior angle to the left of 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence turn in an Easterly direction parallel with the South right-of-way line of Alabama Highway No.119 for a distance of 190.54 feet to a point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the right 172 degrees 37 minutes 09 seconds from chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 09 degrees 17 minutes 10 seconds; a chord distance of 322.80 feet; thence run along the arc of said curve parallel to said right-of-way for a distance of 323.16 feet to the end of the easement herein described.
- 3) An easement for driveway access across Buffalo's Cafe described as follows: Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 129.18 feet; thence left 00 degrees 29 minutes 40 seconds Westerly 117.75 feet to the point of beginning of the centerline of a 24 feet wide Access Easement; thence right 85 degrees 55 minutes 12 seconds Northwesterly 208.63 feet to the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.
- 4) Beneficial rights for easement(s) for storm water drainage, sanitary sewer and utility easement, described as follows: Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46

minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 119.18 feet to the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence continue Westerly along the same course 10 feet to a Point "A"; thence left 00 degrees 29 minutes 40 seconds Westerly 154.35 feet to a Point "B"; thence right 85 degrees 55 minutes 12 seconds Northwesterly 205.00 feet; thence right 71 degrees 00 minutes 00 seconds Northeasterly 73 feet, more or less, to the Southerly Right-of-Way line of Alabama Highway No. 119 to the termination of said easement. Also commencing at Point "A" and proceeding to Point "B" as the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence left 83 degrees 45 minutes 35 seconds Southerly 65.01 feet to a Point "C" at the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

Also commencing at Point "B" and proceeding to Point "C" as the Point of Beginning; thence left 90 degrees 00 minutes 00 seconds Easterly ten feet; thence right 90 degrees 00 minutes 00 seconds Southerly forty feet; thence right 90 degrees 00 minutes 00 seconds Westerly 257 feet, more or less to the East line of a drainage easement recorded in Instrument #1998-7162; thence right 105 degrees Northeasterly, more or less, 43 feet, more or less along said East line of the drainage easement, to the South line of "CAHABA VALLEY STATION"; thence right 75 degrees, more or less, Easterly 235 feet, more or less, to the Point of Beginning.

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter-line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 129.18 feet; thence right 89 degrees 48 minutes 11 seconds Northerly 5.00 feet to the point of beginning of the centerline of a 10 foot wide storm sewer easement; thence left 90 degrees 17 minutes 51 seconds Westerly 92.53 feet; thence left 15 degrees 39 minutes 35 seconds Southwesterly 62.63 feet to the point of termination. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

- 5) An easement for driveway access across Cahaba Valley Station, LLC property described as follows: A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest one-quarter of said Section 31; thence run in a Northerly direction along the East boundary of said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 381.90 feet to the POINT OF BEGINNING; thence turn a deflection angle to the right 76 degrees 56 minutes 58 seconds and run in a Northeasterly direction for a distance of 43.63 feet; thence turn an interior angle to the right 103 degrees 03 minutes 02 seconds and run in a Northeasterly direction for a distance of 312.11 feet to the South right-of-way line of Alabama Highway No. 119 and a point on a curve to the right; thence turn an interior angle to the right 80 degrees 57 minutes 02 seconds to the chord of said curve, said curve having a radius of 1979.89 feet, a central angle of 00 degrees 43 minutes 30 seconds, a chord distance of 25.05 feet; thence run in a Southwesterly direction along the arc of said curve and along the said right-of-way line for a distance of 25.05 feet; thence leaving said right-of-way, turn an interior angle to the right 98 degrees 54 minutes 23 seconds from chord of said curve and run in a Southwesterly direction for a distance of 272.85 feet to a point on a curve to the right; thence turn an interior angle to the right 225 degrees 08 minutes 23 seconds to the chord of said curve, said curve having a radius of 20.00 feet, a central angle of 81 degrees 24 minutes 15 seconds, a chord distance of 26.09 feet; thence run along the arc of said curve 28.42 feet; thence turn an interior angle to the right 135 degrees 00 minutes 12 seconds from chord of said curve and run in a Southwesterly direction for a distance of 26.72 feet to the POINT OF BEGINNING.