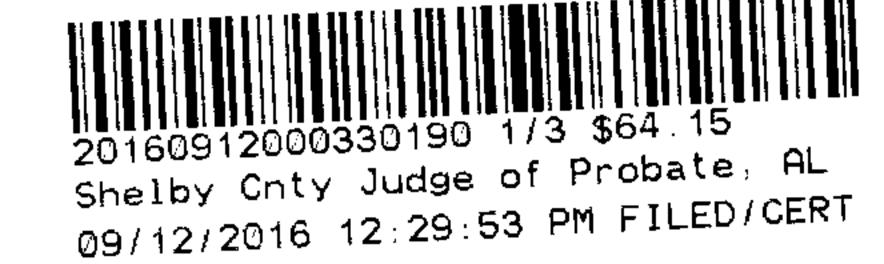
## WHEN RECORDED MAIL TO:

Renasant Bank Document Control Dept. P O Box 4140 Tupelo, MS 38803

## SEND TAX NOTICES TO:

Renasant Bank Pelham Office 3513 Pelham Pkwy Pelham, AL 35124



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **MODIFICATION OF MORTGAGE**



\*##############074008182016\*

Notice: The original principal amount available under the Note (as defined below), which was \$466,620.32 (on which any required taxes already have been paid), now is increased by an additional \$28,066.68.

THIS MODIFICATION OF MORTGAGE dated August 18, 2016, is made and executed between MAPLEWOOD ASSISTED LIVING, LLC, whose address is 411 S 8TH ST, OPELIKA, AL 36801 (referred to below as "Grantor") and Renasant Bank, whose address is 3513 Pelham Pkwy, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 18, 2016 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

FUTURE ADVANE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT DATED 12/10/2012 INST # 201308000011100 & MODIFICATION OF MORTGAGE DATED 05/24/2013 INST# 20130620000253460.

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 223 TUCKER RD, HELENA, AL 35080.

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

PRINCIPAL INCREASE \$28,066.68.

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 AUGUST 18, 2016.

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:** 

MAPLEWOOD ASSISTED LIVING, LLC

By: SHASHI SHARMA, Sole Member,

\_\_\_\_(Seal)

SHASHI SHARMA, Sole Member, Manager & Authorized Representative of MAPLEWOOD ASSISTED LIVING, LLC

LENDER:

RENASANT BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: BILL KELLER
Address: 3513 Pelham Pkwy
City, State, ZIP: Pelham, AL 35124

20160912000330190 2/3 \$64.15 Shelby Cnty Judge of Probate, AL 09/12/2016 12:29:53 PM FILED/CERT

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
STATE OF COLOMB	<b>)</b>
COUNTY OF	) SS
COUNTY OF	)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that SHASHI SHARMA, Sole Member, Manager & Authorized Representative of MAPLEWOOD ASSISTED LIVING, LLC, a limited liability company, 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 said Modification, he or she, as such manager or member 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	
LENDER ACKNOWLEDGMENT	
STATE OF alabama	)
COUNTY OF Shelley	) SS )
acknowledged before me on this day that, being informed of the corsuch of Renasant Bank, executive of the corporation of the co	said state, hereby certify that <u>UUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUU</u>
Given under my hand and official seal this	day of CURUST, 20 16.
My commission expires  DEIDRA M. CLARK  Notary Public  State of Alabama  MY COMMISSION EXPIRES: OCT	Notary Public  8, 2016.

LaserPro, Ver. 15.4.20.033 Copr. D+H USA Corporation 1997, 2016. All Rights Reserved. - AL L:\CFI\LPL\G201.FC TR-80179 PR-27



Shelby Chty Judge of Probate, AL 09/12/2016 12:29:53 PM FILED/CERT

## **EXHIBIT "A" - LEGAL DESCRIPTION**

A parcel of land situated in the SE 1/4 of the SW 1/4 of Section 15, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the SE 1/4 of the SW 1/4; thence South 84°57'14" East along said Quarter-Quarter line for a distance of 355.00 feet to a point on the Easterly right of way line of an unnamed ROW; thence run North 08°08'12" East along said ROW for a distance of 173.90 feet to the POINT OF BEGINNING; thence continue Northerly along said line for a distance of 203.99 feet, thence run South 85°00'16" East for a distance of 8.37 feet; thence run South 71°49'09" East for a distance of 81.44 feet; thence run South 80°01'28" East for a distance of 86.24 feet; thence run continue Easterly along said line for a distance of 44.05 feet; thence run South 08°07'00" West for a distance of 174.07 feet, thence North 85°00'00" West for a distance of 19.03 feet; thence continue Westerly along said line for a distance of 200.11 feet to the POINT OF BEGINNING.

ALSO, commence at the Southwest corner of the SE 1/4 of the SW 1/4; thence run South 84°57'14" East along said Quarter-Quarter line for a distance of 355.00 feet to a point on the Easterly right of way line of an unnamed ROW, said point being the POINT OF BEGINNING; thence run North 08°08'12" East for a distance of 173.90 feet; thence run South 85°00'00" East for a distance of 200.11 feet; thence run South 08°07'00" West for a distance of 174.06 feet; thence run North 84°57'14" West for a distance of 200.16 feet to the POINT OF BEGINNING.