



20100121000020780 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
01/21/2010 01:49:55 PM FILED/CERT

Prepared by and Return to:
Scott A. Frank, Esquire
ARNSTEIN & LEHR LLP
515 North Flagler Drive, 6th Floor
West Palm Beach, Florida 33401

SECOND MORTGAGE MODIFICATION AGREEMENT

THIS SECOND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made this 31st day of December, 2009, by and between **SUNCOAST PROPERTIES OF JACKSONVILLE, INC.**, a Florida corporation whose address is 3332 Southside Blvd., Jacksonville, Florida, 33216 ("Mortgagor"), and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, whose address is 4900 Tiedeman Road, Brooklyn, Ohio 44144 ("Mortgagee"), as follows:

WHEREAS, Mortgagor executed a certain Amended and Restated Floor Plan Line of Credit Agreement in favor of Mortgagee, dated January 19, 2007 (the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement, Mortgagor executed a Second Mortgage in favor of Mortgagee and recorded with the Judge of Probate, Shelby County, Alabama as Document Number 20080725000301330; and

WHEREAS, simultaneously with the execution hereof, Mortgagor and Mortgagee have executed that certain First Amendment to Amended and Restated Floor Plan Line of Credit Agreement (the "Amended Credit Agreement"), whereby the principal amount secured under the Credit Agreement is reduced to \$2,000,000.00.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitations are true and correct, and are incorporated herein as if fully set forth below.

2. The Mortgage is hereby amended to reflect that the principal balance under the Credit Agreement secured thereby is reduced to \$2,000,000.00.

NOTE TO RECORDER: MORTGAGE TAX HAS BEEN PAID WITH THE RECORDATION OF THE MORTGAGE RECORDED AS DOCUMENT NUMBER 20080725000301330. AS THE PRESENT MODIFICATION DOES NOT INCREASE THE INDEBTEDNESS SECURED BY THE MORTGAGE, NO ADDITIONAL MORTGAGE TAX IS DUE WITH RESPECT TO THIS MODIFICATION.

3. Except as modified herein, the parties herewith ratify and confirm the Credit Agreement and the Mortgage and all other loan documents executed in connection therewith, all of which shall remain in full force and effect according to their terms, and Mortgagor acknowledges, agrees and represents that the Second Amended Note represents a valid and existing indebtedness due and payable by the Mortgagor to the Mortgagee, that the Mortgage constitutes a valid first lien on the Property, and that the Mortgagor does not have any setoffs, counter-claims or defenses or any rights of set-off, counter-claims or defenses of any kind or nature whatsoever with respect to the unpaid principal or interest.

4. Nothing herein is intended to nor shall constitute a novation of the indebtedness evidenced by the Credit Agreement or secured by the Mortgage, and such indebtedness remains in full force and effect under the terms of the Credit Agreement and subject to the existing lien priorities of the Mortgage and the other Security Instruments.

5. The Mortgagor hereby acknowledges and agrees that the Credit Agreement, the Mortgage, and all other loan documents made and delivered by or on behalf of Mortgagor to Mortgagee in connection therewith (all hereinafter collectively the "Loan Documents") are valid and enforceable strictly in accordance with their terms and the Mortgagor hereby expressly covenants, warrants and agrees that all of the terms, covenants, conditions and warranties contained in the Loan Documents are hereby ratified and confirmed and shall remain in full force and effect, except as expressly modified herein. In the event of a conflict between any of the Loan Documents and this Agreement, then this Agreement shall be deemed to be controlling.

6. All mortgage taxes were paid in full as shown on the Mortgage when the Mortgage was recorded and mortgage taxes are due. If, for any reason, the Mortgagee or a taxing authority determines that additional mortgage taxes, fees or penalties are due, Mortgagor shall pay immediately upon request by Mortgagee, said taxes, fees and penalties.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. This Agreement shall be construed and enforced according to the laws of the State of Ohio. This Agreement may not be changed, modified or discharged in whole or in part, except by an agreement in writing signed by the party against which enforcement of any such change, modification or discharge is sought. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such shall together constitute but one and the same instrument

**The remainder of this page is intentionally blank.
Signature pages follow.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Phyllis Jackson
Print Name: Phyllis Jackson
F. Famularo
FRANCESCA FAMULARO

MORTGAGOR:

SUNCOAST PROPERTIES OF
JACKSONVILLE, INC., a Florida
corporation

By: S. F. Hame
Name: S. F. Hame
Title: President

Print Name: _____

LENDER:

KEYBANK NATIONAL ASSOCIATION,
a national banking corporation

Print Name: _____

Print Name: _____

By: _____
Printed Name: _____
Its _____

Acknowledgements on following pages



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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: _____

MORTGAGOR:


SUNCOAST PROPERTIES OF
JACKSONVILLE, INC., a Florida
corporation

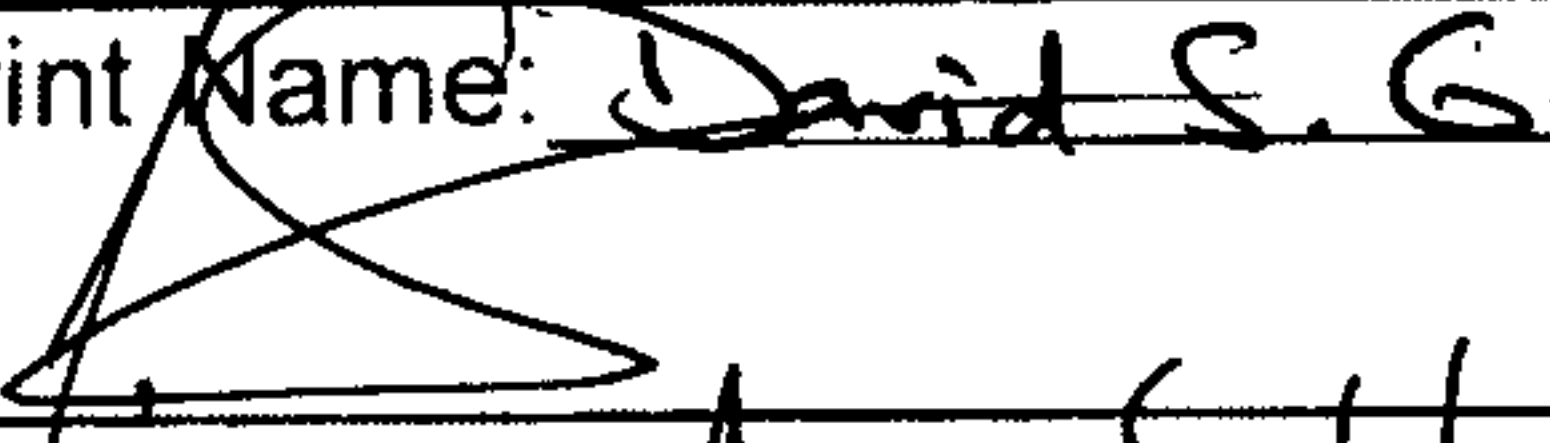
By: _____
Name: _____
Title: _____


Print Name: _____

LENDER:

KEYBANK NATIONAL ASSOCIATION,
a national banking corporation


Print Name: David S. Gibson


Print Name: Ann Scott

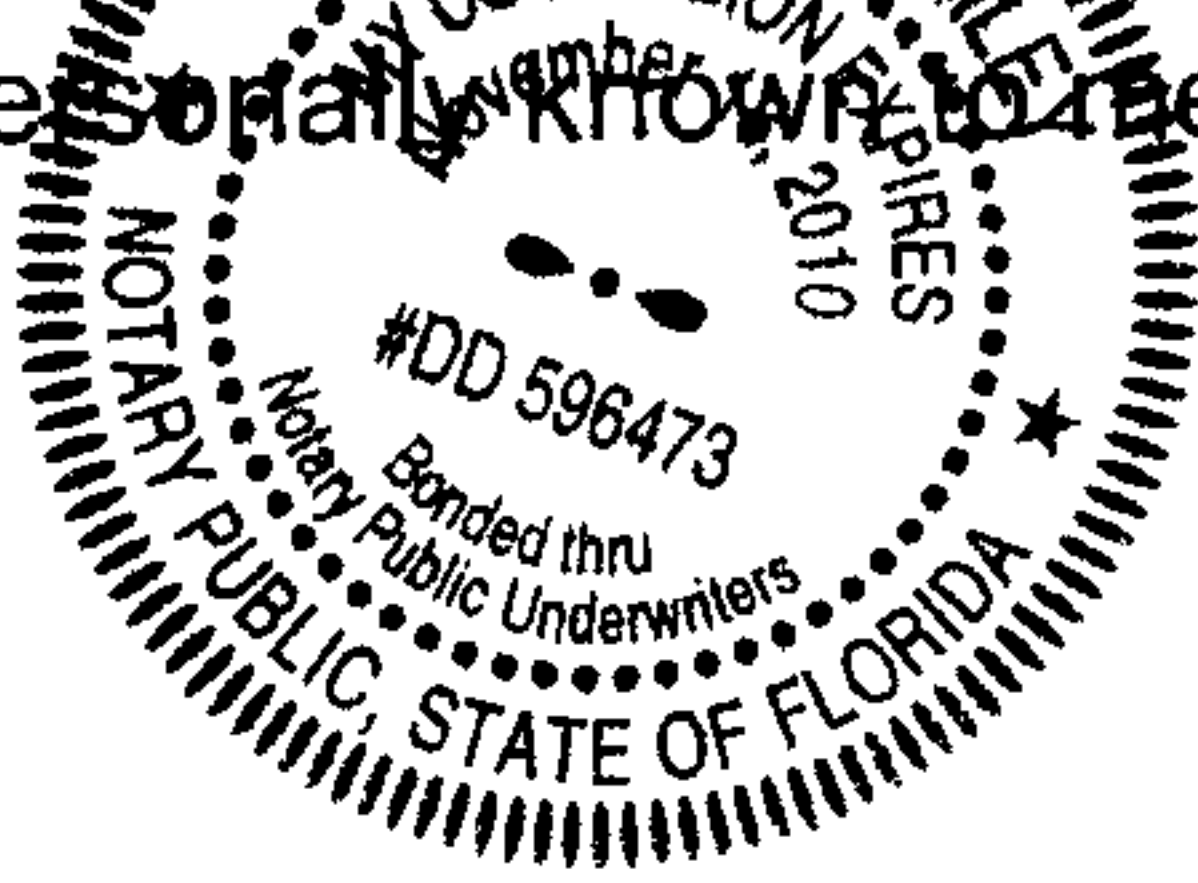
By: 
Printed Name: SCOTT S. S. S.
Its VP

Acknowledgements on following pages

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of December, 2009, by Salem F. Hassan, as President of SUNCOAST PROPERTIES OF JACKSONVILLE, INC., a Florida corporation, who is personally known to me or has produced Florida License as identification.



Notary Public: LASHAN T. CRUMLEY
Commission Expires: _____
Commission Number: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of KEYBANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me or has produced _____ as identification.

Notary Public: _____
Commission Expires: _____
Commission Number: _____



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STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of SUNCOAST PROPERTIES OF JACKSONVILLE, INC., a Florida corporation, who is personally known to me or has produced _____ as identification.

Notary Public: _____
Commission Expires: _____
Commission Number: _____

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 30TH day of DECEMBER, 2009, by SCOTT SABER, as VICE PRESIDENT of KEYBANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me or has produced NIA as identification.

Karen M Laporta
Notary Public: KAREN M. LAPORTA
Commission Expires: 10/2/2011
Commission Number: _____

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