

20101209000412570 1/4 \$320.35  
Shelby Cnty Judge of Probate, AL  
12/09/2010 10:59:43 AM FILED/CERT

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this the 9<sup>th</sup> day of December, 2010 between **WAYFARER, LLC**, an Alabama limited liability company ("Borrower") and **REGIONS BANK** ("Lender"), amends and supplements (1) the Future Advance Mortgage (hereinafter "Mortgage") in the amount of Nine Hundred Sixty-One Thousand Two Hundred Ninety-Seven and No/100 (\$961,297.00) Dollars dated September 15, 2010 and recorded in Instrument # 20100915000302920 in the Office of the Judge of Probate of Shelby County, Alabama, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument (hereinafter referred to as the "Original Promissory Note") and (3) Loan Agreement, to wit:

**SEE EXHIBIT "A" attached hereto for legal description of real property being situated in Shelby County, Alabama.**

**The interest of Wayfarer, LLC in the land described on Exhibit A is pursuant to the Leasehold by virtue of Memorandum of Lease by Baptist Health Systems, Inc., an Alabama non-profit corporation d/b/a Shelby Medical Center dated September 9, 2010, filed September 15, 2010, in Instrument #2010091500030291 in the Probate Office of Shelby County, Alabama.**

Whereas, Borrower executed and delivered to Lender that certain Mortgage and an Assignment of Rents (the "Security Agreement") dated September 15, 2010 and recorded in Instrument #20100915000302930, in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, the parties desire to amend the loan amount of the Future Advance Mortgage, the Promissory Note and the Security Agreement to reflect a new revised loan amount of ONE MILLION ONE HUNDRED SIXTY THOUSAND ONE HUNDRED and No/100 (\$1,160,100.00) DOLLARS.

NOW, THEREFORE, in consideration of the sum of ONE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED and THREE and No/100 (\$198,803.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. The indebtedness under the Mortgage, the Promissory Note and the Security Agreement shall be increased to a maximum of ONE MILLION ONE HUNDRED SIXTY THOUSAND ONE HUNDRED and No/100 (\$1,160,100.00) DOLLARS. A new promissory note shall be executed by Borrower contemporaneously with the execution of this Loan Modification Agreement, which indebtedness is owed by the Borrower to the

Lender free from any defense, counterclaim or right of set-off.

2. Borrower represents that the status of the title has not changed since the date of execution of the Mortgage or the Security Agreement.
3. The Borrower will also comply with all other covenants, agreements, and requirements of the Mortgage and Security Agreement, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Future Advance Mortgage and the Security Instrument.
4. It is further understood and agreed that Borrower ratifies and confirms the obligations under the Mortgage as hereby modified.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Original Promissory Note, Mortgage or Security Instrument. The Borrower and Lender will be bound by and comply with all of the terms and provisions thereof, as amended by this Agreement.

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BORROWER (Mortgagor, Debtor):  
**WAYFARER, LLC,**  
**an Alabama limited liability company**

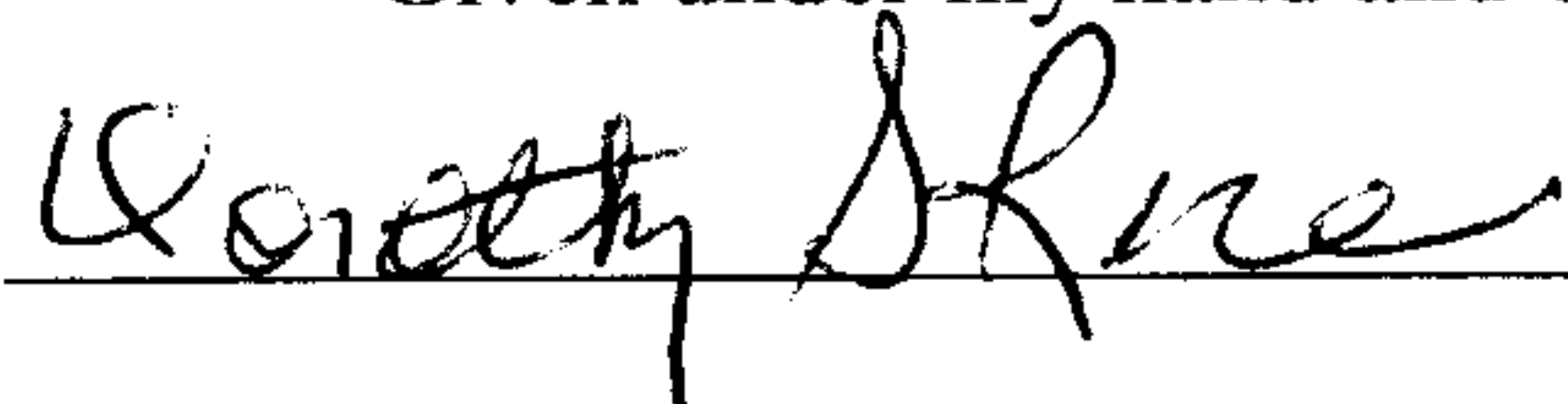
By:   
**EDWARD PAYSON DAUGHERTY**  
**Its: Sole Member**

STATE OF ALABAMA            )

COUNTY OF SHELBY         )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that EDWARD PAYSON DAUGHERTY, whose names as Sole Member of WAYFARER, LLC, an Alabama limited liability company, is signed to the foregoing Modification Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said modification, he, in his capacity as such member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9<sup>th</sup> day of December, 2010.



NOTARY PUBLIC

My commission expires: 11/10/2014



Lender joins in the execution of this Loan Modification Agreement to grant its consent to the terms contained herein.

1.

LENDER:

REGIONS BANK

By:

  
PHILIP WEBB

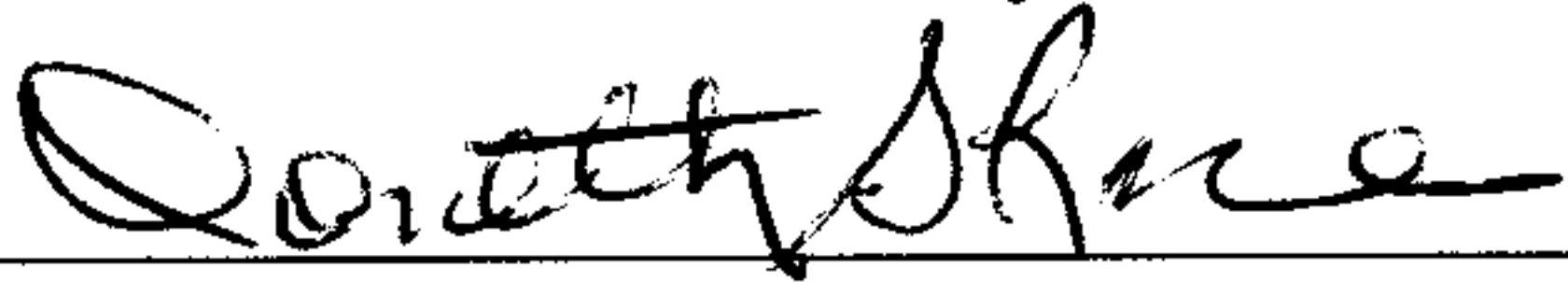
Its: Vice President

STATE OF ALABAMA )

COUNTY OF SHELBY )


I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that PHILIP WEBB, whose names as Vice President of REGIONS BANK, an Alabama banking corporation, is signed to the foregoing Modification Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said modification, he, in his capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9<sup>th</sup> day of December, 2010.

  
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NOTARY PUBLIC

My commission expires: 11/10/2014

  
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## EXHIBIT A

### Legal Description of Premises

A portion of Lot 2-A, according to the Resurvey of Lot 2, of Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 40, Page 49, in the Probate Office of Shelby County, Alabama, consisting of approximately 10,800 square feet and more particularly described as follows:

#### LEGAL DESCRIPTION OF PARCEL SURVEYED:

COMMENCE AT THE SOUTHWESTERLY MOST CORNER OF LOT 2A OF THE RESURVEY OF LOT 2 OF THE ALABAMA TELCO CREDIT UNION ADDITION TO CHELSEA, RECORDED IN MAP BOOK 40, PAGE 49, IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 2A FOR 72.05 FEET TO A POINT; THENCE TURN 90°00'00" TO THE RIGHT AND RUN EASTERLY FOR 67.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE SAME COURSE FOR 90.00 FEET TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND RUN NORTHERLY FOR 150.00 FEET TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND RUN WESTERLY FOR 60.00 FEET TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND RUN SOUTHERLY FOR 90.33 FEET TO A POINT; THENCE TURN 90°00'00" TO THE RIGHT AND RUN WESTERLY FOR 30.00 FEET TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND RUN SOUTHERLY 59.67 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10,840 SF MORE OR LESS.



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