
20110609000169960 1/8 \$36.00
Shelby Cnty Judge of Probate, AL
06/09/2011 10:37:34 AM FILED/CERT

PREPARED BY, AND AFTER RECORDING
RETURN TO:

TELESIS COMMUNITY CREDIT UNION
c/o Business Partners, LLC
9301 Winnetka Avenue
Chatsworth, CA 91311
Attn: Servicing Department

Tax Parcel Number(s): 28-5-21-4-000-019.001

Space Above for Recorder's Use

AMENDMENT TO MORTGAGE

This Amendment to Mortgage ("**Amendment**") is entered into as of **April 11, 2011**, by and between **TELESIS COMMUNITY CREDIT UNION**, a California state chartered credit union ("**Lender**") and **DONALD ROBERT KOPPEL and MAUREEN KATHERINE KOPPEL**, Trustees of the **2006 KOPPEL LIVING TRUST**, dated **January 4, 2007** ("**Borrower**") with reference to the following facts:

A. WHEREAS, Lender has made a loan to Borrower in the original principal amount of **TWO MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND AND 00/100 DOLLARS (US \$2,457,000.00)** ("**Loan**"), which Loan was evidenced by a Promissory Note ("**Note**") dated **July 27, 2007**, which Note is secured by four mortgages, including a Mortgage, Assignment of Rents and Security Agreement dated **July 27, 2007**, and recorded on **August 15, 2007**, as Instrument No. **20070815000384720**, of Official Records, **Shelby County, Alabama**, together with an Assignment of Leases and Rents recorded substantially concurrently therewith as Instrument No. **20070815000384730** (said Mortgage, Assignment of Rents and Security Agreement and Assignment of Leases and Rents being referred to collectively herein in the singular as the "**Mortgage**"), which Mortgage encumbers certain property located in said county described in Exhibit "A" hereto ("**Mortgaged Property**"). The term "**Loan Documents**" and all other capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Mortgage or the Note. This Agreement and all other documents executed by Borrower in connection with this modification are part of the Loan Documents.

B. WHEREAS, said Loan was previously amended to modify the interest rate and other terms of the Loan, which amendment was evidenced by an unrecorded Agreement to Modify Promissory Note and Mortgages dated **June 22, 2009**.

C. WHEREAS, Borrower and Lender desire to further modify the Note and Mortgage, and have or will in connection herewith execute that certain Agreement to Modify Promissory Note and Mortgages of even date herewith ("**Modification Agreement**").

Modification Agreement (Recorded) - 8441 US Highway 31
Loan No.: 5962886082



20110609000169960 2/8 \$36.00
Shelby Cnty Judge of Probate, AL
06/09/2011 10:37:34 AM FILED/CERT

D. WHEREAS, Lender is willing to consent to the modifications set forth in the Modification Agreement subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The interest rate and other terms of the Note are hereby amended as set forth in the Modification Agreement.
2. The Mortgage is hereby amended to provide that it secures the Note as amended, and to reflect the additional modifications as set forth in the Modification Agreement. Without limiting the foregoing: (i) the legal description originally attached as Exhibit A to the Mortgage and the Assignment of Leases and Rents is hereby corrected to reflect the legal description attached hereto as Exhibit A to this Amendment, and (ii) Section 14 of the Mortgage is hereby amended to add the following Section 14(g) as follows:

"(g) Commencing **April 20, 2011** and on the **twentieth (20th)** day of each **third** month thereafter through and including **January 20, 2016**, Borrower shall provide to Lender: (i) a current balance sheet for the Mortgaged Property; (ii) year-to-date operating statements for the Mortgaged Property; and (iii) sale and lease status reports (if the Mortgaged Property is listed or offered for sale or for lease) from the first day of January of the current year through the end of the preceding calendar quarter, certified by Borrower as being true, correct and complete. Failure of Borrower to provide said certified rent rolls, operating statements and sale and lease status reports (if the Mortgaged Property is listed or offered for sale or for lease) on or before the **twentieth (20th)** day of each **third** month during this period shall constitute a material Event of Default under this Instrument without the necessity of written notice to Borrower and without a grace period or opportunity to cure, and, without limiting any other remedies of Lender, Lender may record a Notice of Default and take other appropriate action to commence foreclosure. All of the above documentation is to be forwarded to the following address: **TELESIS COMMUNITY CREDIT UNION, c/o BUSINESS PARTNERS, LLC, 9301 Winnetka Avenue, Chatsworth, CA 91311.**"


3. This Amendment shall become effective only upon the satisfaction of each and all of the following:
 - 3.1 The payment to Lender and/or Business Partners, LLC, as applicable, of the fees, costs and other sums described in the Modification Agreement.
 - 3.2 Issuance to Lender of either (a) a new ALTA extended coverage loan policy of title insurance in form and content acceptable to Lender and subject to no exceptions to title other than those shown on Lender's original title policy and such other exceptions as Lender may approve in its sole and absolute discretion, or (b) such endorsement(s) to Lender's policy of title insurance for the Loan as required by Lender in Lender's sole discretion and in such form as Lender may require, insuring the continued first lien priority of the Mortgage as presently insured in said policy, except for non-delinquent taxes and such other exceptions as Lender may approve in its sole and absolute discretion.
 - 3.3 Satisfaction of all other terms set forth in the Modification Agreement and otherwise specified by Lender.
4. Except as amended herein, the Note, Mortgage and other Loan Documents shall remain unmodified and in full force and effect.

[The balance of this page is intentionally left blank.]

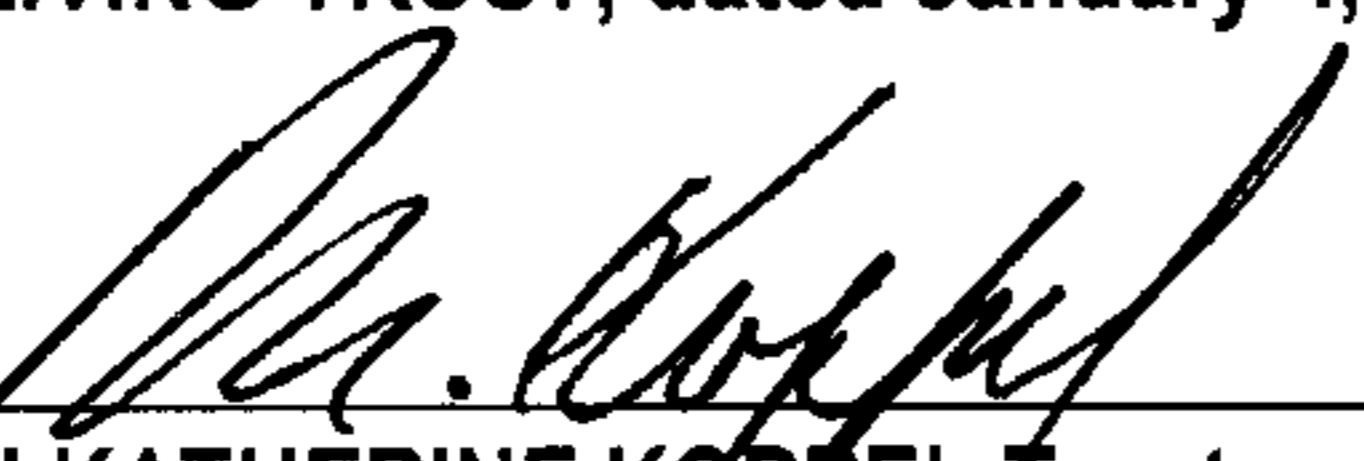
5. This Amendment shall be governed by the laws of the jurisdiction where the Mortgaged Property is located. This Amendment may be executed in multiple counterparts. This Amendment may not be amended or modified except by a written instrument signed by Lender and Borrower. In the event of any legal action or arbitration between Lender and Borrower in connection with this Amendment, the Note, the Mortgage or other Loan Documents, including without limitation any action by Lender to foreclose or collect the Indebtedness, then Lender shall be entitled to collect and recover its attorneys' fees and costs of litigation or arbitration. Lender's consent shall not be effective until this Amendment is executed and delivered by Lender and until all conditions precedent herein have been satisfied.

BORROWER ACKNOWLEDGES AND AGREES THAT PURSUANT TO THE MORTGAGE IF BORROWER PLACES ANY OTHER LIEN OR ENCUMBRANCE ON THE MORTGAGED PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER, SUCH ACTION WILL CONSTITUTE AN EVENT OF DEFAULT UNDER THE NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS.

BORROWER:



[Seal]
DONALD ROBERT KOPPEL, Trustee of the 2006
KOPPEL LIVING TRUST, dated January 4, 2007



[Seal]
MAUREEN KATHERINE KOPPEL, Trustee of the 2006
KOPPEL LIVING TRUST, dated January 4, 2007

[Lender's signature on next page]



20110609000169960 4/8 \$36.00
Shelby Cnty Judge of Probate, AL
06/09/2011 10:37:34 AM FILED/CERT

LENDER:

**TELESIS COMMUNITY CREDIT UNION,
a California state chartered credit union**

31' Business Partners, LLC, Services

By: *Craig Page*

Name: *Craig Page*

Title: *VP Loan Admin & Resolution*

[Seal]

20110609000169960 5/8 \$36.00
Shelby Cnty Judge of Probate, AL
06/09/2011 10:37:34 AM FILED/CERT

State of California) ss.
County of Los Angeles)

On April 13, 2011, before me, Marla Garcia, Notary Public, personally appeared DONALD ROBERT KOPPEL,

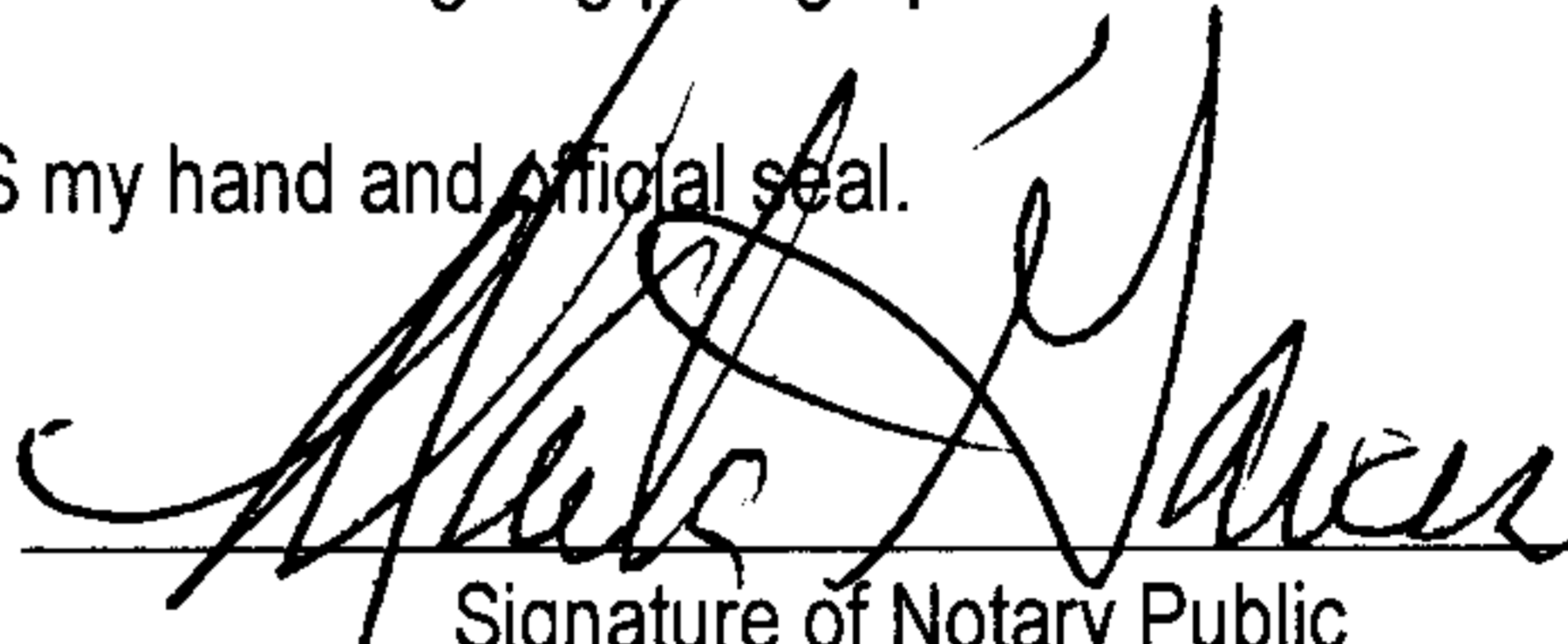
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Signature of Notary Public

Place Notary Seal Above



20110609000169960 6/8 \$36.00
Shelby Cnty Judge of Probate, AL
06/09/2011 10:37:34 AM FILED/CERT

State of California)
County of Los Angeles) ss.

On April 13 0, 2011, before me, Marla Garcia, Notary Public, personally
appeared MAUREEN KATHERINE KOPPEL,

who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

Place Notary Seal Above



20110609000169960 7/8 \$36.00
Shelby Cnty Judge of Probate, AL
06/09/2011 10:37:34 AM FILED/CERT

State of California)
County of Los Angeles) ss.

On April 15, 2011, before me, Marla Garcia, Notary Public, personally
appeared Craig S. Page,

who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

20110609000169960 8/8 \$36.00
Shelby Cnty Judge of Probate, AL
06/09/2011 10:37:34 AM FILED/CERT

EXHIBIT "A"
DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN SHELBY COUNTY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

Description of a parcel of land situated in Section 21, Township 22 South, Range 2 West; in Town of Calera in Shelby County, Alabama, and being more particularly described as follows:

From the point of intersection of the East right of way line of U.S. Highway 31 with the South right of way line of 18th Avenue, a Calera city street, run thence in a Southerly direction along said East right of way line of U.S. Highway 31 for a distance of 100.00 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, continue along said East right of way line of U.S. Highway 31 in the same Southerly direction for a distance of 160.00 feet; thence turn an angle to the left of 88°33'20" and run in an Easterly direction parallel to said 18th Avenue for a distance of 262.45 feet; thence turn an angle to the left of 90°00'00" and run in a Northerly direction for a distance of 151.91 feet; thence turn an angle to the left of 90°00'00" and run in a Westerly direction for a distance of 117.50 feet; thence turn an angle to the right of 90°00'00" and run in a Northerly direction for a distance of 108.00 feet to a point on the South right of way line of said 18th Avenue; thence turn an angle to the left of 90°00'00" and run in a Westerly direction along said right of way line for a distance of 76.50 feet; thence turn an angle to the left of 91°26'40" and run in a Southerly direction for a distance of 100.00 feet; thence turn an angle to the right of 91°26'40" and run in a Westerly direction for a distance of 75.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

And further described as:

A tract of land situated in Section 21, Township 22 South, Range 2 West, in the Town of Calera, Shelby County, Alabama, being more particularly described as follows:

Beginning at the intersection of the East right of way of U.S. Highway 31 and the South right of way of 18th Avenue and run S 00°00'00" E for a distance of 100 feet along the East right of way of U.S. Highway 31 to the True Point of Beginning; thence continue S 00°00'00" E for a distance of 160 feet; thence run S 88°33'20" E to the West right of way of a 20 foot unimproved alley for a distance of 262.45 feet; thence run N 01°26'40" E along the West right of way of said 20 foot alley for a distance of 151.91 feet thence run N 88°33'20" W for a distance of 117.46 feet; thence run N 01°26'40" E to the South right of way of 18th Avenue for a distance of 108.00 feet; thence run N. 88°33'20" W along said South right of way of 18th Avenue for a distance of 76.50 feet; thence run S 00°00'00" W for a distance of 100.00 feet; thence run N 88°33'20" W for a distance of 75.00 feet back to the True Point of Beginning.

Source of title: Instrument 2001/01902 and 2001/01903 Shelby County, Alabama.

PROPERTY ADDRESS: 8441 US Highway 31, Calera, Alabama 35040