


**RECORDATION REQUESTED BY:**

The Bank of Hemet, a California corporation  
3715 Sunnyside Drive  
Riverside, CA 92506



20110610000171890 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/10/2011 01:00:33 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

The Bank of Hemet, a California corporation  
3715 Sunnyside Drive  
Riverside, CA 92506

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated May 26, 2011, is made and executed between Daniel J. DiCarlo, Successor Trustee of Salvador S. Sanchez 2008 Trust under the provisions of a trust agreement dated August 27, 2008, whose address is 7676 Hazard Center Drive, Suite 500, San Diego, CA 92108 (referred to below as "Grantor") and The Bank of Hemet, a California corporation, whose address is 3715 Sunnyside Drive, Riverside, CA 92506 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 29, 2008 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on September 10, 2008 as Instrument No. 20080910000360510.

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

Parcel 1:

Lot 2B, according to the Map and Survey of Brook Highland Plaza Resurvey, recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

Parcel 2:

(A) Perpetual, non-exclusive easements, appurtenant to Parcel 1, for vehicular and pedestrian ingress and egress, vehicular parking, utility lines and facilities, and stormwater drainage, over, under and across certain portions of that certain adjoining property, as set forth and described in that certain Easement Agreement dated December 30, 1994, by and between Brook Highland Limited Partnership, a Georgia Limited Partnership and Developers Diversified of Alabama, Inc., an Alabama Corporation, recorded in Instrument Number 1995-27233, in the Probate Office of Shelby County, Alabama, as affected by that certain "AGREEMENT RE ACCESS EASEMENT" dated November 13, 1998, by and between Brook Highland Limited Partnership, a Georgia limited partnership and Ihop Realty Corp., a Delaware Corporation, as recorded in Instrument #1998-46413, in the Probate Office of Shelby County, Alabama.

(b) Perpetual, non-exclusive easement, appurtenant to Parcel 1, for utility lines, over, under and across certain portions of that certain adjoining property, as set forth and described in that certain Reciprocal Easement Agreement dated August 9, 1988, by and among Billy D. Eddleman and Douglas D. Eddleman, Eddleman & Associates, an Alabama General Partnership and AmSouth Bank, N.A. as Ancillary Trustee for NNCB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio, recorded in Real Volume No. 199, page 18, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 5243 Highway 280 S., Birmingham, AL 35242. The Real Property tax identification number is 03-9-31-0-001-018-014.

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

**Vesting change from Salvador S. Sanchez, an unmarried man to Daniel J. DiCarlo, Successor Trustee of the Salvador S. Sanchez 2008 Trust dated August 27, 2008.**

**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.

MODIFICATION OF MORTGAGE  
(Continued)


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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 26, 2011.

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:

X *[Signature]* (Seal)  
Daniel J. DiCarlo, Successor Trustee of the Salvador  
S. Sanchez 2008 Trust under the provisions of a Trust  
Agreement dated August 27, 2008

  
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LENDER:

THE BANK OF HEMET, A CALIFORNIA CORPORATION

X *[Signature]* (Seal)  
Edna Peralta, Vice President

This Modification of Mortgage prepared by:

Name:  
Address:  
City, State, ZIP:

TRUST ACKNOWLEDGMENT

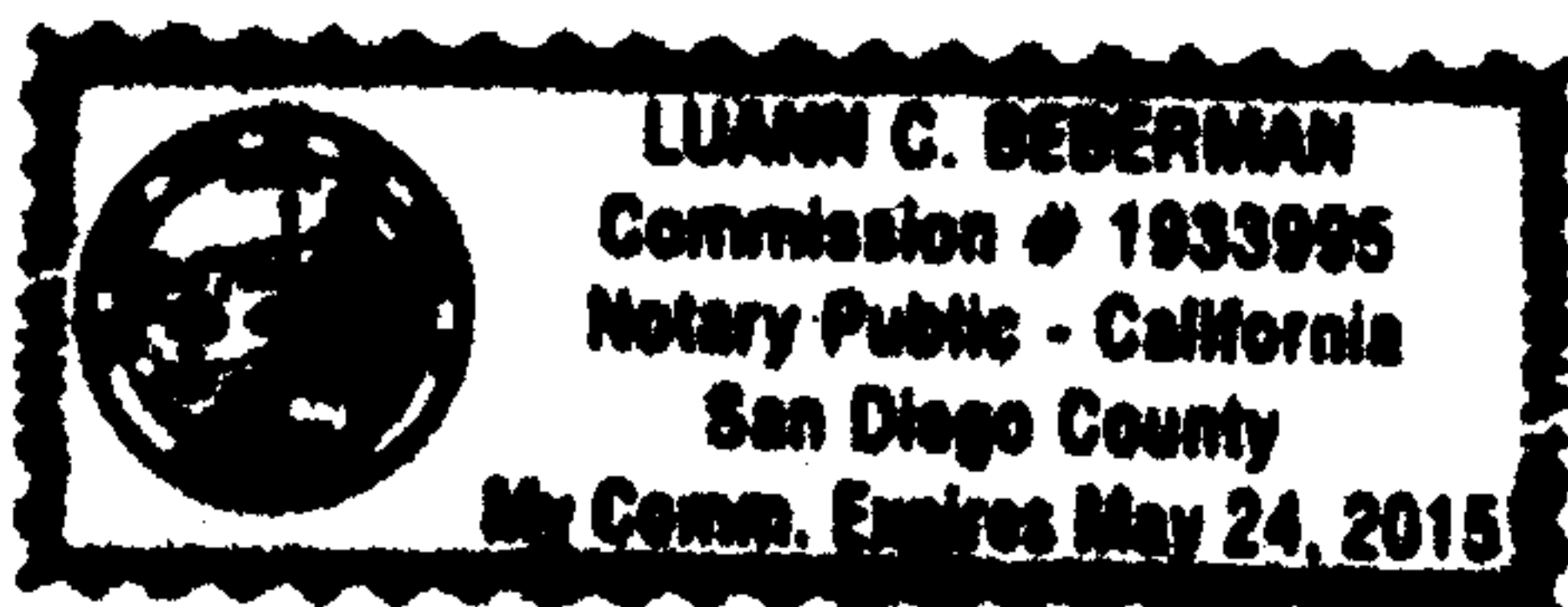
STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN DIEGO )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Daniel J. DiCarlo, Successor Trustee of the Salvador S. Sanchez 2008 Trust under the provisions of a Trust Agreement dated August 27, 2008**, a trust, 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 of Mortgage, he or she, as such authorized trustee or agent and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this 1<sup>ST</sup> day of JUNE, 2011.

*[Signature]*  
Notary Public

My commission expires MAY 24, 2015





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California All-Purpose Acknowledgment

State of California    )  
  )  
County of Riverside    )

On June 1 2011, before me, Donna J. Cobb—Notary Public, personally appeared Edna P. P. P., 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 she/he/they executed the same in her/his/their authorized capacity, and that by her/his/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: Donna J. Cobb

Seal:

