

alt
RECORDATION REQUESTED BY:

Compass Bank
BHAM UAB BRANCH
701 SOUTH 20 TH STREET
BIRMINGHAM, AL 35223

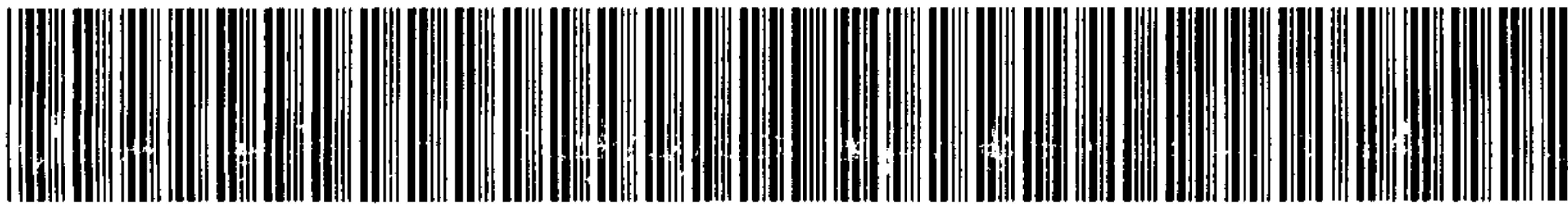
WHEN RECORDED MAIL TO:

Compass Bank, Attn: Loan Operations
P. O. Box 10343
Birmingham, AL 35203

20110727000217800 1/4 \$494.70
Shelby Cnty Judge of Probate, AL
07/27/2011 12:45:49 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated April 27, 2011, is made and executed between CORPORATE HOUSING LLC (referred to below as "Grantor") and Compass Bank, whose address is 701 SOUTH 20 TH STREET, BIRMINGHAM, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 24, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED AT INSTRUMENT NO. 20030430000265320, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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

LOT 11, BLOCK 1, ACCORDING TO THE SURVEY OF SECOND SECTOR, TRIMM'S ADDITION TO BIRCH TREE ESTATES, AS RECORDED IN MAP BOOK 101, PAGE 97, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

LOT 262, ACCORDING TO THE MAP AND SURVEY OF EAGLE POINT, 2ND SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 19, PAGE 67, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 521 TALON CT, BIRMINGHAM, AL 35242 AND 1390 ATKINS TRIMM BLVD, BIRMINGHAM, AL 35226.

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

The Mortgage secures the note or credit agreement dated MARCH 24, 2003 from CORPORATE HOUSING, LLC ("Borrower") to Lender (the "Note"), which is being modified by the Change In Terms Agreement between Borrower and Lender dated the same date as this Modification (the "Change in Terms Agreement"). The Mortgage, as modified hereby, shall secure the Note as modified by the Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note. The maturity date of the Note is extended to APRIL 27, 2018 as evidenced by the Change in Terms Agreement.

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 endorser 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.

JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

ERRORS AND OMISSIONS. The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.


DEFINED TERMS. Unless otherwise defined in this Modification, all undefined terms shall have the meanings given to them in the Deed of Trust or the Mortgage described above or related loan documents.


GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 27, 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:

~~CORPORATE HOUSING LLC~~

By:  (Seal)
J. THOMAS MARTIN, Member of CORPORATE
HOUSING LLC

By:  (Seal)
DEREK R. WALTCHACK, Member of CORPORATE
HOUSING LLC

By:  (Seal)
HENRY V. MELLEN III, Member of CORPORATE
HOUSING LLC

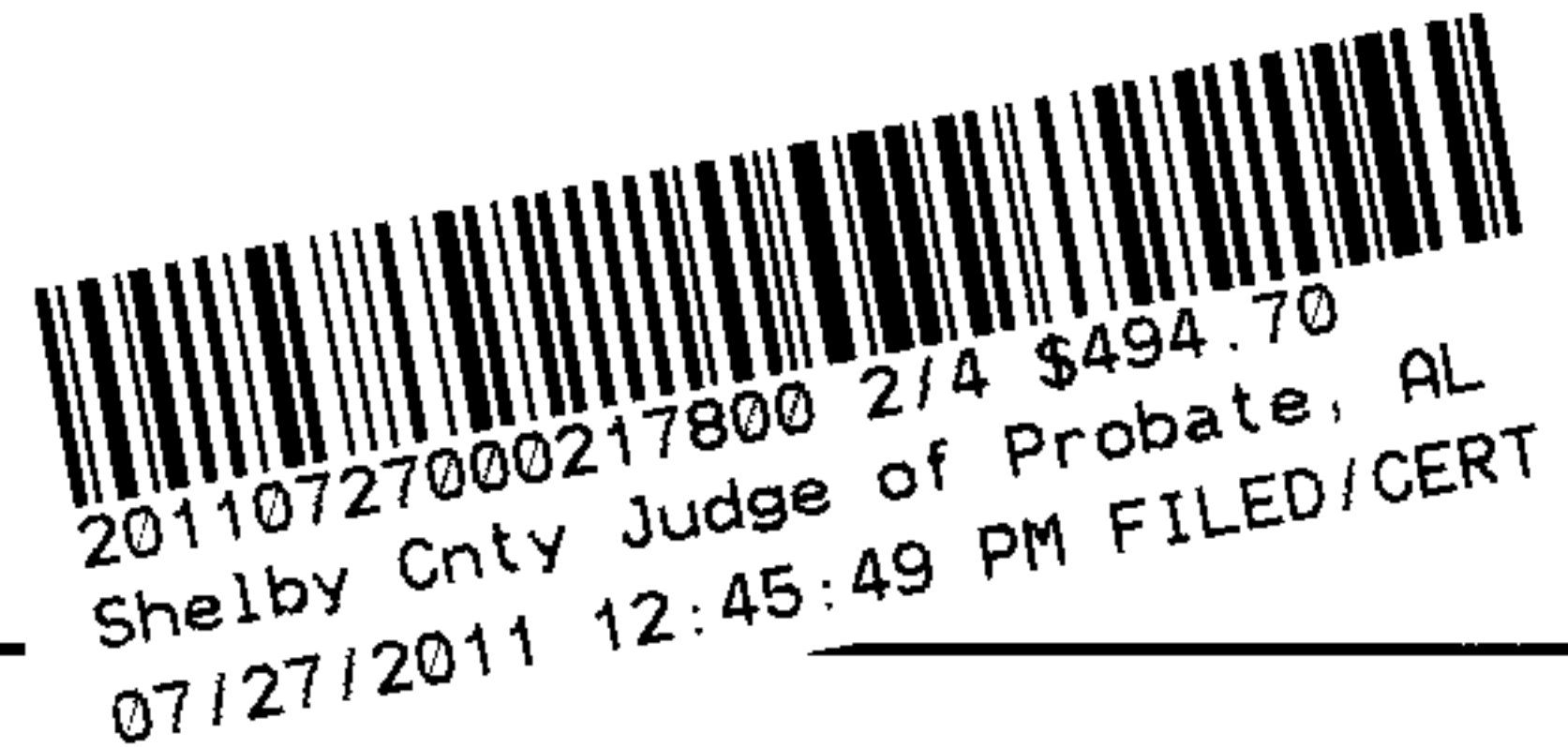
MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

COMPASS BANK

X [Signature] (Seal)
Authorized Signer



This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **J. THOMAS MARTIN, Member of CORPORATE HOUSING 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 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 1st day of JUNE, 2011.

[Signature]
Notary Public

My commission expires 9-20-12

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **HENRY L. MELLE III, Member of CORPORATE HOUSING 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 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 13th day of June, 2011.

[Signature]
Notary Public

MY COMMISSION EXPIRES
SEPTEMBER 2, 2012

My commission expires

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DEREK R. WALTCHACK, Member of CORPORATE HOUSING 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 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 13th day of June, 2011.

[Signature]
Notary Public

COMMISSION EXPIRES
SEPTEMBER 2, 2012

My commission expires


LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Drew Phillips
whose name as _____ of **Compass Bank** 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 the Modification of Mortgage, he or she, in his or her capacity as
such _____ of **Compass Bank**, executed the same voluntarily on the day same bears date.
Given under my hand and official seal this 13th day of June, 2011.

My commission expires _____
COMMISSION EXPIRES
SEPTEMBER 2, 2012

Christina
Notary Public


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Shelby Cnty Judge of Probate, AL
07/27/2011 12:45:49 PM FILED/CERT



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CHANGE IN TERMS AGREEMENT



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 Shelby Cnty Judge of Probate, AL
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References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
 Any item above containing "****" has been omitted due to text length limitations.

Borrower: CORPORATE HOUSING LLC
 3104 BUS LAKE DR
 BIRMINGHAM, AL 35244

Lender: Compass Bank
 SHN UAB
 701 SOUTH 20TH STREET
 BIRMINGHAM, AL 35223
 2973394

Principal Amount: \$315,725.64

\$315,725.64

Date of Agreement: April 27, 2011

DESCRIPTION OF EXISTING INDEBTEDNESS. The indebtedness evidenced by the note, credit agreement or other instrument from Borrower in favor of Lender dated MARCH 24, 2003 in the original principal amount of \$3,000,000.00 (the "Note").

DESCRIPTION OF COLLATERAL. The collateral described in each security agreement, mortgage, deed of trust, pledge agreement or other document that currently secures the Note shall continue to secure the Note as modified by this Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note.

DESCRIPTION OF CHANGE IN TERMS. The Note is modified as provided in this Change in Terms Agreement. The payments required under the Note shall be those shown in the PAYMENT section below. The variable interest rate provided in the Note is modified to be a fixed interest rate of 6.250% per annum. The Note is payable in full upon the Maturity Date in a single balloon payment. Borrower must pay the entire outstanding principal, interest and any other charges then due. Unless otherwise required by applicable law, Lender is under no obligation to refinance the balloon payment at that time. Borrower may be required to make payments out of other assets or find a lender, which may be Lender, willing to lend Borrower the money. If Borrower refinances the balloon, Borrower may have to pay some or all of the closing costs normally associated with a new credit extension, even if Borrower obtains refinancing from Lender. The maturity date of the Note is extended as provided in the PAYMENT section below.

PROMISE TO PAY. CORPORATE HOUSING LLC ("Borrower") promises to pay to Compass Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Fifteen Thousand Seven Hundred Twenty-five & 64/100 Dollars (\$315,725.64), together with interest on the unpaid principal balance from April 27, 2011, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 6.250% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 83 regular payments of \$2,723.15 each and one irregular last payment estimated at \$207,329.61. Borrower's first payment is due May 27, 2011, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on April 27, 2018, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under this payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Compass Bank, SHN UAB, 701 SOUTH 20TH STREET, BIRMINGHAM, AL 35223.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 6.000% of the regularly scheduled payment or \$40.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Any guarantor or Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or person that may materially affect any of any guarantor's or Borrower's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insolvency. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon the occurrence of any default described in the "Death or Insolvency" or "Creditor or Forfeiture Proceedings" clauses, to the extent that any such default by a guarantor relates to the matters described in the clause "Death or Insolvency" of the paragraph entitled "DEFAULT", the entire unpaid principal balance under this Agreement and all accrued unpaid interest shall become immediately due, without