

PREPARED BY, RECORD AND RETURN TO:

Donald M. Warren
BURR & FORMAN LLP
420 North 20th Street
Suite 3400
Birmingham, Alabama 35203



20130222000075320 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
02/22/2013 11:53:30 AM FILED/CERT

**REINSTATEMENT OF MORTGAGE, ASSIGNMENT OF RENTS
AND LEASES AND SECURITY AGREEMENT**

THIS AGREEMENT (this "Agreement") is entered into as of the 21st day of February, 2013, by and between **COMPASS BANK**, an Alabama banking corporation (together with its successors and assigns, "Lender"), whose address is c/o BBVA Compass, 15 South 20th Street, 2nd Floor, Birmingham, Alabama 35233, Attention: Lee Finley, and **SCP NEW, LLC**, an Alabama limited liability company, successor to Shelby Commerce Park, LLC by assignment and assumption ("Borrower"), whose address is 110 Office Park Drive, Suite 200, Birmingham, Alabama 35223.

RECITALS:

A. Borrower is presently indebted to Lender for a loan in the original stated principal amount of \$8,132,000 (the "Loan"). The Loan is evidenced by that certain Promissory Note dated as of July 1, 2005, from Borrower in favor of Lender, as amended by that certain Loan Assumption and Modification Agreement dated April 1, 2008 (as amended from time to time, the "Note").

B. The obligations pursuant to the Note are secured in part by that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated July 1, 2005 from Borrower in favor of Lender, recorded as Instrument No. 20050706000338020 on July 6, 2005 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage") with respect to the real property described in Exhibit A attached hereto and certain improvements, appurtenances and personal property as more particularly set forth in the Mortgage (the "Mortgaged Property"). The Mortgage, together with the Note and all other documents evidencing or securing the Loan are collectively referred to herein as the "Loan Documents."

C. Lender inadvertently executed that certain Partial Release of Recorded Lien dated October 20, 2005 and recorded as Instrument No. 20051025000555140 in the Office of the Judge of Probate of Shelby County, Alabama (the "Release"), which Release erroneously declared that the Mortgaged Property was released from the lien of the Mortgage.

D. Lender and Borrower have agreed to enter into this Agreement to evidence the parties acknowledgement that the Release was inadvertently and erroneously recorded and to

NOTE TO RECORDER: THIS AGREEMENT IS GIVEN FOR THE PURPOSE OF REINSTATING AND REAFFIRMING THE MORTGAGE. MORTGAGE PRIVILEGE TAX WAS PAID UPON RECORDATION OF THE MORTGAGE. ACCORDINGLY, NO ADDITIONAL MORTGAGE PRIVILEGE TAX IS DUE UPON THE RECORDATION OF THIS AGREEMENT.

further evidence, confirm and memorialize the intent of Lender and Borrower that the Mortgage be reinstated and reaffirmed in its entirety.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained in this Agreement, the parties covenant and agree as follows:

1. **Recitals.** The foregoing Recitals are acknowledged to be true and correct and are incorporated herein by reference.


2. **Release Declared Void.** The Borrower and Lender hereby agree that the Release shall be void and of no force and effect and that the obligation of the Note and the Mortgage shall remain unaffected thereby.

3. **Validity and Reaffirmation of Loan Documents.** Borrower hereby reaffirms and ratifies all obligations under the Loan Documents, and such obligations secured by the Mortgage and other Loan Documents are valid, in full force and of full legal effect. Borrower acknowledges and agrees that there are no defenses or offsets to same, or if any, such defenses or offsets are hereby waived by Borrower.

4. **Lien of Mortgage.** Borrower warrants that the Borrower is the owner of the Mortgaged Property and that there are no other liens or claims against the Mortgaged Property. All of the Mortgaged Property shall in all respects remain subject to the lien, charge, and encumbrance of the Mortgage as reinstated by this Agreement. This instrument shall not be construed as impairing or otherwise affecting the lien, charge, or encumbrance of the Mortgage or the priority of the Mortgage over any other liens, charges, encumbrances, conveyances, or other matters affecting title to the Mortgaged Property. Borrower warrants and represents to Lender that the lien of the Mortgage shall continue with the same priority against the Mortgaged Property, which priority is not impaired or affected by this instrument, and that the Mortgaged Property is not encumbered or affected by any other outstanding mortgages, liens, right or claims of lien, or other actual or potential lien, encumbrance, or claim.

5. **Counterparts.** This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Agreement.

[Remainder of Page Left Intentionally Blank]


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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BORROWER:

SCP NEW, LLC,
an Alabama limited liability company

By: Graham & Company, LLC,
an Alabama limited liability company
Its Manager

BY: H. Michael Graham
H. Michael Graham
Its Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. Michael Graham, whose name as Manager of Graham & Company, LLC, a Delaware limited liability company, as Manager of SCP New, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability companies.

Given under my hand and seal, this 21st day of February, 2013.

[NOTARY SEAL]

H. Michael Graham
Notary Public

My commission expires: 9-19-14


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LENDER:

COMPASS BANK,
an Alabama banking corporation

BY:
Its

Wayman Lee Bailey
Senior Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wayman Lee Bailey, whose name as SVP of Compass Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

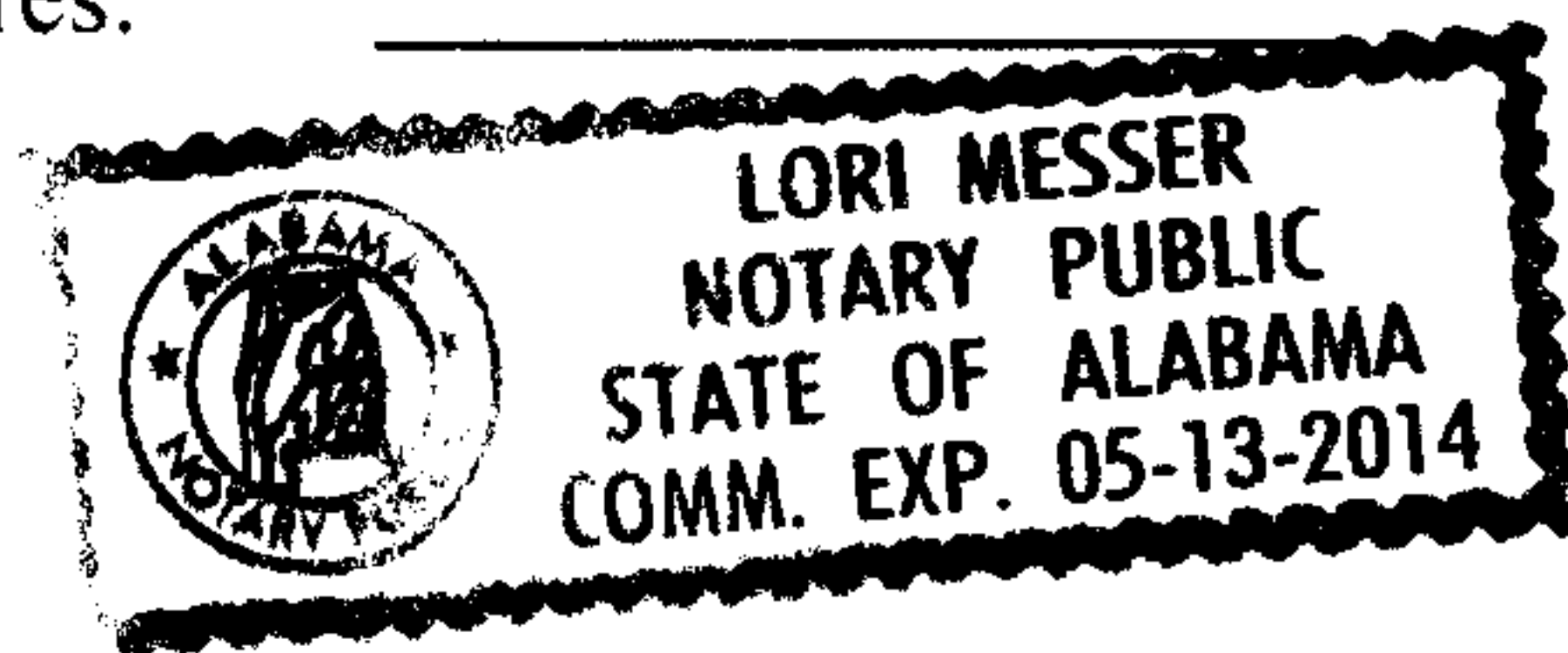
Given under my hand and seal, this 21 day of February, 2013.

Lori Messer

[NOTARY SEAL]

Notary Public


My commission expires: _____



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EXHIBIT A

Lot 2B of Graham's Resurvey of Lot 2, Shelby Commerce Park, as recorded in Map Book 35,
Page 18 Probate Records of Shelby County, Alabama.


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