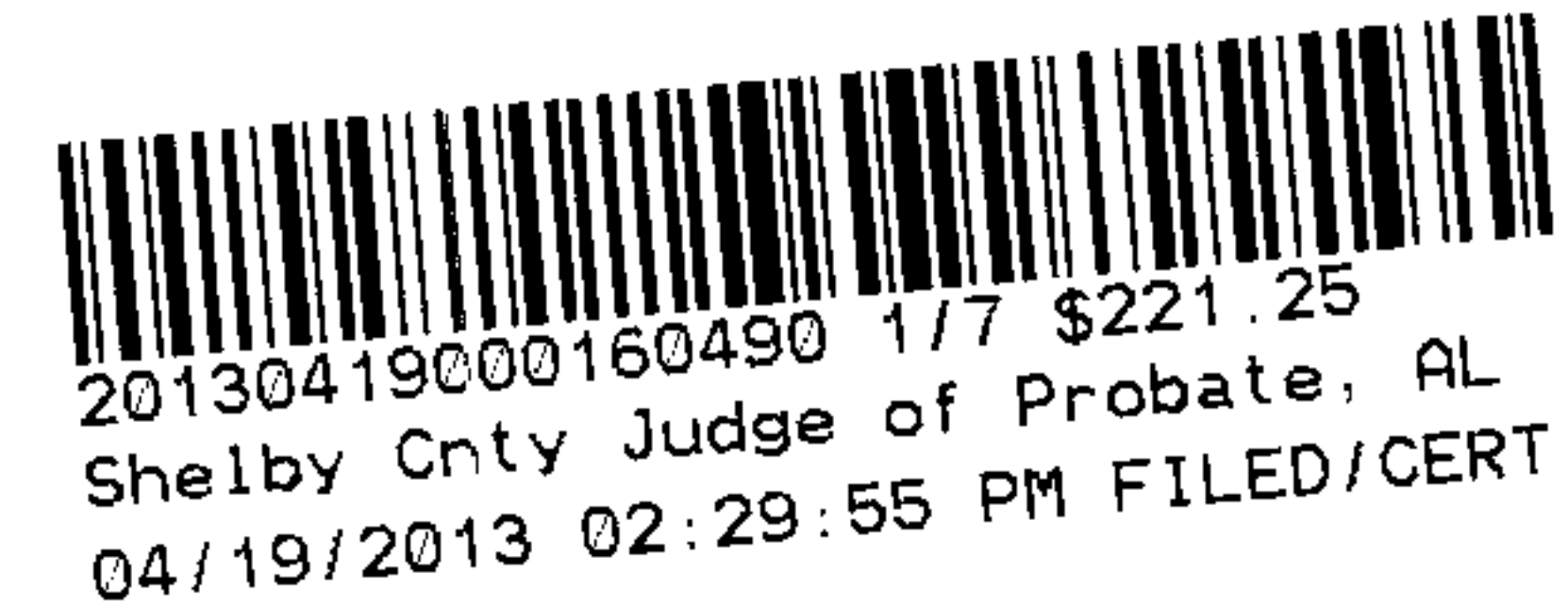


PREPARED BY: Donald M. Warren, Esq.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

WELLS FARGO BANK, NATIONAL ASSOCIATION
Middle Market Real Estate
2907 Central Avenue
Birmingham, Alabama 35209
Attention: John C. Turner



(Space Above For Recorder's Use)

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS \$2,400,000. TAX ON \$2,272,500 PREVIOUSLY PAID UNDER INSTRUMENT NO. 20110218000056510 RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. THE STATED PRINCIPAL INDEBTEDNESS IS HEREBY INCREASED BY \$127,500. THIS IS NOT AN EXTENSION OF MATURITY.

AMENDMENT TO MORTGAGE AND OTHER RECORDED DOCUMENTS

THIS AMENDMENT TO MORTGAGE AND OTHER RECORDED DOCUMENTS (this "**Agreement**") is executed to be effective as of April 17, 2013, by and between **WELLS FARGO BANK, NATIONAL ASSOCIATION** (collectively with its successors or assigns, "**Lender**"), and **SHOPS AT RIVER RIDGE, LLC**, an Alabama limited liability company ("**Mortgagor**"). Lender is the mortgagee hereunder for indexing purposes by the probate office. This is not a novation.

RECITALS

- A. Pursuant to the terms of that certain Building Loan Agreement dated February 15, 2011 by and between Mortgagor and Lender, as amended by the Modification Agreement (as hereafter defined) (as the same may be amended, modified, supplemented or replaced from time to time, "**Loan Agreement**"), Lender made a loan to Borrower in the original principal amount of Two Million Two Hundred Seventy-Two Thousand Five Hundred and No/100 Dollars (\$2,272,500.00) ("**Loan**"). The Loan is evidenced by that certain Promissory Note Secured By Mortgage dated February 15, 2011 from Mortgagor in favor of Lender in the principal amount of the Loan, as amended by the Modification Agreement (as the same may be amended, modified, supplemented or replaced from time to time, "**Note**") and is further evidenced by certain other documents described in the Loan Agreement as "Loan Documents".

- B. The Note is secured by, among other things, that certain Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated February 15, 2011 from Mortgagor for the benefit of Lender, as Mortgagee, and recorded February 18, 2011 as Instrument No. 20110218000056510 in the Office of the Judge of Probate of Shelby County, Alabama (as the same may be amended, modified, supplemented or replaced from time to time, "**Security Instrument**") encumbering real property described more particularly therein. The real property which is the subject of the Security Instrument is hereinafter sometimes referred to as the "**Property**" and is more particularly described on Exhibit A hereto.
- C. Mortgagor and Lender have entered into that certain Note Modification and Amendment to Other Loan Documents dated of even date herewith ("**Modification Agreement**"), wherein provision is made for (a) amendment of the Security Instrument; and/or (b) amendment of certain obligations secured by that Security Instrument including, without limitation, an increase on the Loan from the stated principal amount of \$2,272,500 to \$2,400,000 ("**Loan Increase**").
- D. All exhibits, schedules or other items attached hereto are incorporated herein by such attachment for all purposes.

NOW, THEREFORE, Mortgagor and Lender agree as follows:

1. **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants, as of the effective date above, that:
 - 1.1 **FORMATION AND ORGANIZATIONAL DOCUMENTS.** Mortgagor has previously delivered to Lender all of the relevant formation and organizational documents of Mortgagor, the partners, members, managers or joint venturers of Mortgagor (if any), and all guarantors of the Loan (if any) and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Mortgagor hereby certifies that: (i) the above documents are all of the relevant formation and organizational documents of Mortgagor; (ii) they remain in full force and effect; and (iii) they have not been amended or modified since they were previously delivered to Lender.
 - 1.2 **FULL FORCE AND EFFECT.** The Note and other Loan Documents, as amended by the Modification Agreement and this Agreement, are in full force and effect without any defense, counterclaim, right or claim of set-off; all necessary action to authorize the execution and delivery of this Agreement has been taken; and this Agreement is a modification of an existing obligation and is not a novation.
 - 1.3 **NO DEFAULT.** No Default (as defined in the any of the Loan Documents or any of the Other Related Documents), breach or failure of condition has occurred, or would exist with notice or the lapse of time or both, under the Security Instrument or any of the Loan Documents (as modified by the Modification

Agreement and this Agreement) or any of the Other Related Documents and that all representations and warranties herein and in the other Loan Documents are true and correct, and shall survive execution of this Agreement.


1.4 **TITLE TO THE PROPERTY.** Since the recordation date of the Security Instrument Mortgagor has not further encumbered the Property, including, without limitation, by entering into any deed of trust, deed to secure debt or mortgage, ground lease, and/or any option to purchase or right of first refusal with respect to the Property.

1.5 **INTERVENING LIENS.** The lien of the Security Instrument is a first lien on the property described therein and covered thereby and that this Agreement will not cause intervening liens to become prior to the lien of the Security Instrument. If any intervening lien exists or hereafter arises, Mortgagor shall cause the same to be released or subordinated to the lien of the Security Instrument, without limiting any other right or remedy available to Lender. Mortgagor has no legal or equitable claim against any mortgagor, trustor or grantor named in the Security Instrument which would be prior to the lien of the Security Instrument, or which would entitle Mortgagor to a judgment entitling Mortgagor to an equitable lien on all or any portion of that property prior in lien to the Security Instrument.

2. **MODIFICATION OF LOAN DOCUMENTS.** The Security Instrument and the other Loan Documents have been supplemented and modified to incorporate the following, which shall supersede and prevail over any conflicting provisions of the Loan Documents:

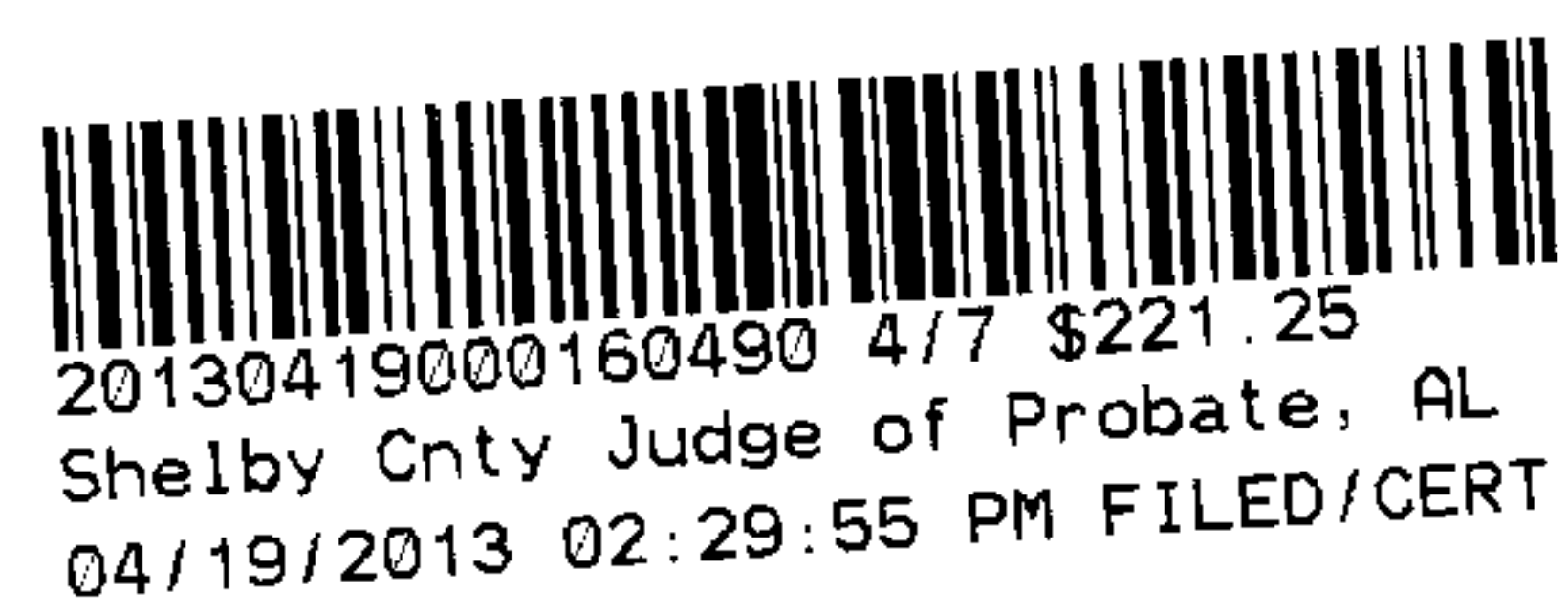
2.1 **LOAN INCREASE.** The Security Instrument is hereby modified to secure a Loan in the stated principal amount of up to Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00). All references in the Security Instrument and other recorded documents to a Loan or Note in the amount of "\$2,272,500" or "Two Million Two Hundred Seventy-Two Thousand Five Hundred and NO/100 Dollars" are hereby amended in each case to refer to "\$2,400,000" and "Two Million Four Hundred Thousand and NO/100 Dollars", respectively.

2.2 **FUTURE ADVANCE.** In addition to the obligations secured by the Security Instrument, the Security Instrument shall also secure payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Lender, when such future advance or obligation is evidenced by an instrument in writing, which recites that it is secured by the Security Instrument including any and all advances or disbursements of Lender with respect to the Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property.


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Shelby Cnty Judge of Probate, AL
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- 2.3 **GENERAL.** All references in the Security Instrument to the Note and other Loan Documents which were executed and delivered in connection with the Loan, shall henceforth mean such documents as the same shall be amended by the Modification Agreement.
- 2.4 **RATIFICATION.** Except as modified herein, all of the terms and provisions of the Security Instrument shall remain in full force and effect and are hereby ratified and confirmed.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, Mortgagor and Lender have caused this document to be duly executed as of the date first above written.

"MORTGAGOR"

SHOPS AT RIVER RIDGE, LLC,
an Alabama limited liability company

BY: *Allen W. Hawkins III*
Print Name: ALLEN W. HAWKINS III
Its: OPERATING MEMBER

STATE OF Alabama)
COUNTY OF Jefferson)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ALLEN HAWKINS, whose name as OPERATING MEMBER of Shops at River Ridge, 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 OPERATING MEMBER and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 16th day of APRIL, 2013.

Brian Ann Moncrief
NOTARY PUBLIC
My Commission Expires: 9/8/13

[NOTARY SEAL]

[Signatures Continued]


20130419000160490 5/7 \$221.25
Shelby Cnty Judge of Probate, AL
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"LENDER"

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

BY: [Signature]
Print Name: John C Turner
Its: Relationship Mgr

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John C. Turner, whose name as Relationship Manager of Wells Fargo Bank, National Association, a national banking association, 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 Relationship Manager and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and seal, this 17 day of ^{April}~~March~~, 2013.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/15/2016

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Shelby Cnty Judge of Probate, AL
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EXHIBIT A - DESCRIPTION OF PROPERTY

All that certain real property located in Shelby County, Alabama, described as follows:

Lot 3 of Key Pointe Shopping Center also a part of Lot 4, of Key Pointe Shopping Center as recorded in Map Book 13, Page 61, in the Probate Office of Shelby County, Alabama. A part of Lot 4 more particularly described as follows:

Begin at the Northwest corner of Lot 4 of Key Pointe shopping Center for a point of beginning, thence run South 50 degrees 48 minutes 25 seconds East along the Northeast line of said Lot 4 for a distance of 114.27 feet to the Southerly corner of Lot 3 for Key Pointe Shopping Center; thence run South 39 degrees 11 minutes 35 seconds West for a distance of 38.21 feet; thence run North 51 degrees 07 minutes 16 seconds West for a distance of 83.06 feet to the West line of said Lot 4; thence run North 00 degrees 17 minutes 00 seconds East along the West line of said Lot 4 for a distance of 49.69 feet to the point of beginning.

Above property also being described as:

Commence at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 36, Township 18 South, Range 2 West; thence run North along the West line of said Quarter-Quarter Section North 00 degrees 17 minutes 00 seconds East a distance of 289.28 feet to the point of beginning; thence continue along last described course a distance of 327.48 feet to the Southerly right of way of Highway 280; thence run South 61 degrees 47 minutes 04 seconds East along said right of way a distance of 67.24 feet; thence run North 28 degrees 12 minutes 56 seconds East, a distance of 10.00 feet to a point of a curve to the right having a radius of 2230.00 feet and a central angle of 05 degrees 49 minutes 54 seconds East, thence run South 58 degrees 52 minutes 09 seconds East along the chord of said curve a chord distance of 226.89 feet; thence leaving said right of way run South 39 degrees 11 minutes 35 seconds West a distance of 308.81 feet; thence run North 51 degrees 07 minutes 16 seconds West a distance of 83.06 feet to the point of beginning.

NOW KNOWN AS Lot 3A, according to the Key Point Shopping Center #2 as recorded in Map Book 19, Page 93 in the Probate Office of Shelby County, Alabama.

All being situated in Shelby County, Alabama.

Tax Parcel ID: 02-7-36-0-001-009.002

