

RECORDATION REQUESTED BY:

National Bank of Commerce
Private Banking - Main Office
813 Shades Creek Parkway
Suite 100
Birmingham, AL 35209

WHEN RECORDED MAIL TO:

National Bank of Commerce
Private Banking - Main Office
813 Shades Creek Parkway
Suite 100
Birmingham, AL 35209

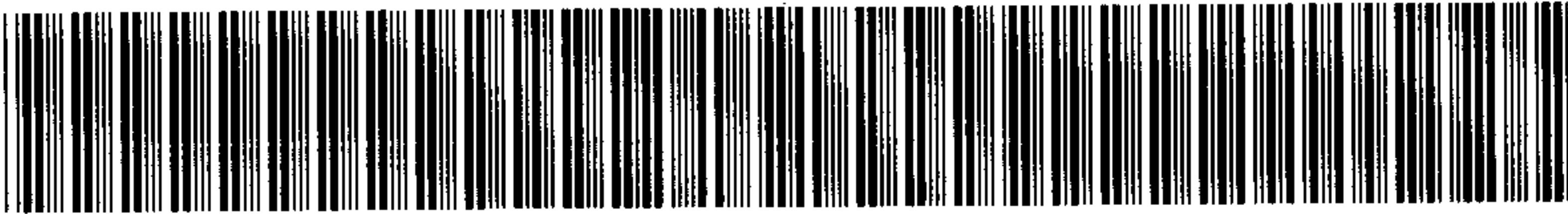
20130516000202340 1/3 \$393.00
Shelby Cnty Judge of Probate, AL
05/16/2013 10:43:59 AM FILED/CERT

SEND TAX NOTICES TO:

KSS Properties LLC
250 Inverness Center Drive
Birmingham, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



000000000400367600074004292013

THIS MODIFICATION OF MORTGAGE dated April 29, 2013, is made and executed between KSS Properties LLC, an Alabama Limited Liability Company, whose address is 250 Inverness Center Drive, Birmingham, AL 35242 (referred to below as "Grantor") and National Bank of Commerce, whose address is 813 Shades Creek Parkway, Suite 100, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 13, 2011 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

in instrument 20110930000289630 pages 1 thru 8 on 09/30/2011 in the Judge of Probate Shelby County.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 250 Inverness Center Drive Units A & B, Birmingham, AL 35242.

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

The Mortgage secures the Note or Credit Agreement dated 09/13/2011 from KSS Properties LLC, an Alabama Limited Liability Company ("Borrower") to Lender ("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, refinancing of, consolidations of, and substitutions for the Note.

The Principal amount available under the Note, which originally was \$463,000.00 on 09/13/2011 (on which any required taxes already have been paid), now is being increased to \$713,000.00.

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.

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 29, 2013.

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:

KSS PROPERTIES LLC

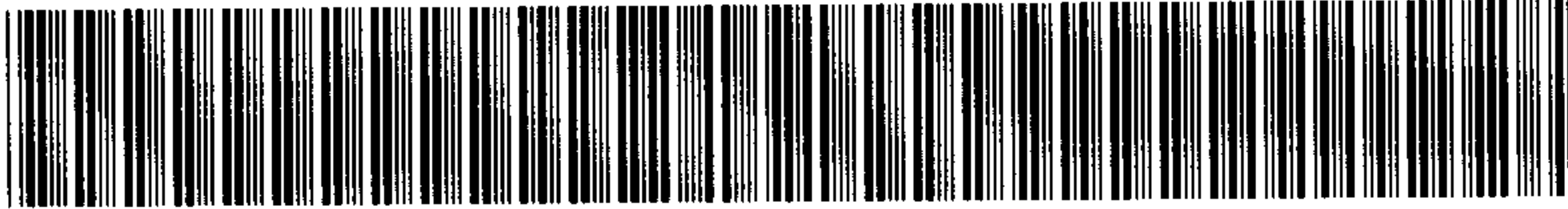
By: Elizabeth S Jacobson (Seal)
Elizabeth S Jacobson M D, Member of KSS
Properties LLC

By: Keith S Jacobson (Seal)
Keith S Jacobson, Member of KSS Properties LLC

LENDER:

NATIONAL BANK OF COMMERCE

X Stratton Fowkes (Seal)
Stratton Fowkes, Senior Vice President



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This Modification of Mortgage prepared by:

Name: Melissa B Benson, Private Banking Assistant
Address: 813 Shades Creek Parkway Suite 100
City, State, ZIP: Birmingham, AL 35209

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Elizabeth S Jacobson M D, Member of KSS Properties LLC and Keith S Jacobson, Member of KSS Properties LLC**, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such members 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 30th day of April, 2013.
Deanna J. [Signature] Notary Public
MY COMMISSION EXPIRES NOV 9, 2013

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Stratton Fowlkes** whose name as **Senior Vice President of National Bank of Commerce** 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 **Senior Vice President of National Bank of Commerce**, executed the same voluntarily on the day same bears date.


Given under my hand and official seal this 30th day of April, 2013.
Deanna J. [Signature] Notary Public
MY COMMISSION EXPIRES NOV 9, 2013

My commission expires _____

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EXHIBIT "A"

Unit 250A and Unit 250B, in Beaumont Village Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20080328000126220, First Amendment to Declaration as recorded in Instrument 20090612000225320, and Second Amendment to Declaration as recorded in Instrument 20100910000295330, Third Amendment to Declaration as recorded in Instrument 20110527000157160, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "D" thereto, and as recorded in The Condominium Plat of Beaumont Village Condominium, in Map Book 39, page 129, and First Amended Condominium Plat of Beaumont Village Condominium as recorded in Map Book 41, Page 31, Second Amended Condominium Plat of Beaumont Village Condominium as recorded in Map Book 42, page 6, and Third Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 45, Page 7, and any future amendments thereto, and to which said Declaration of Condominium the By-Laws of Beaumont Village Association Inc., are attached as Exhibit "C" thereto, and the Articles of Incorporation of Beaumont Village Association Inc. as recorded in Instrument 20080328000126230, together with an undivided interest in the Common Elements assigned to said Unit, by said Third Amendment to Declaration of Condominium set out in Exhibit "E".


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REPRESENTING

Chicago Title Insurance Company