



20130722000295490 1/4 \$6431.85  
Shelby Cnty Judge of Probate, AL  
07/22/2013 09:41:27 AM FILED/CERT

After recording, return to:  
Mahaffey Pickens Tucker, LLP  
1550 North Brown Rd. – Suite 125  
Lawrenceville, GA 30043  
File No. 1001-1637 (ALC/bp)

Cross-Reference:  
Document 20100811000257220,  
Shelby County, AL Probate

STATE OF GEORGIA

COUNTY OF Fulton

MODIFICATION OF FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS  
AND LEASES AND SECURITY AGREEMENT

This Modification of Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (“Modification”) is made and entered into this 22<sup>nd</sup> day of May, 2013, by and between MANHATTAN INVESTMENT GROUP, LLC, a Georgia limited liability company (hereinafter “Grantor”) and THE BRAND BANKING COMPANY, a Georgia banking corporation (hereinafter “Lender”).

WITNESSETH:

WHEREAS, Grantor executed and delivered to Lender that certain promissory note dated June 1, 2010 in the original principal amount of \$4,918,134.00 and maturing according to its terms on May 1, 2013 (hereinafter the “Note”);

WHEREAS, Grantor executed and delivered to Lender that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter the “Mortgage”) dated August 1, 2010, and recorded August 11, 2010, as document number 20100811000257220, Shelby County, Alabama records, to secure repayment in full of all amounts evidenced by the Note and all renewals and extensions thereof, and such other and further indebtedness of any amount which was then owed or might thereafter be owed by Grantor to Lender;

WHEREAS, Lender has agreed to (i) reduce the principal amount under the Note, and to (ii) extend the maturity date of the Note;

WHEREAS, in connection therewith, Grantor has executed an amended and restated promissory note of even date herewith in the original principal amount of \$4,273,888.52, which note matures on April 22, 2016 (the "New Note");

WHEREAS, Lender and JRB wish to secure repayment of the New Note by making the New Note the note referenced in the Mortgage.

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.

The Mortgage is hereby modified so that the note secured thereby is the New Note, and the maturity date of the New Note is April 22, 2016.

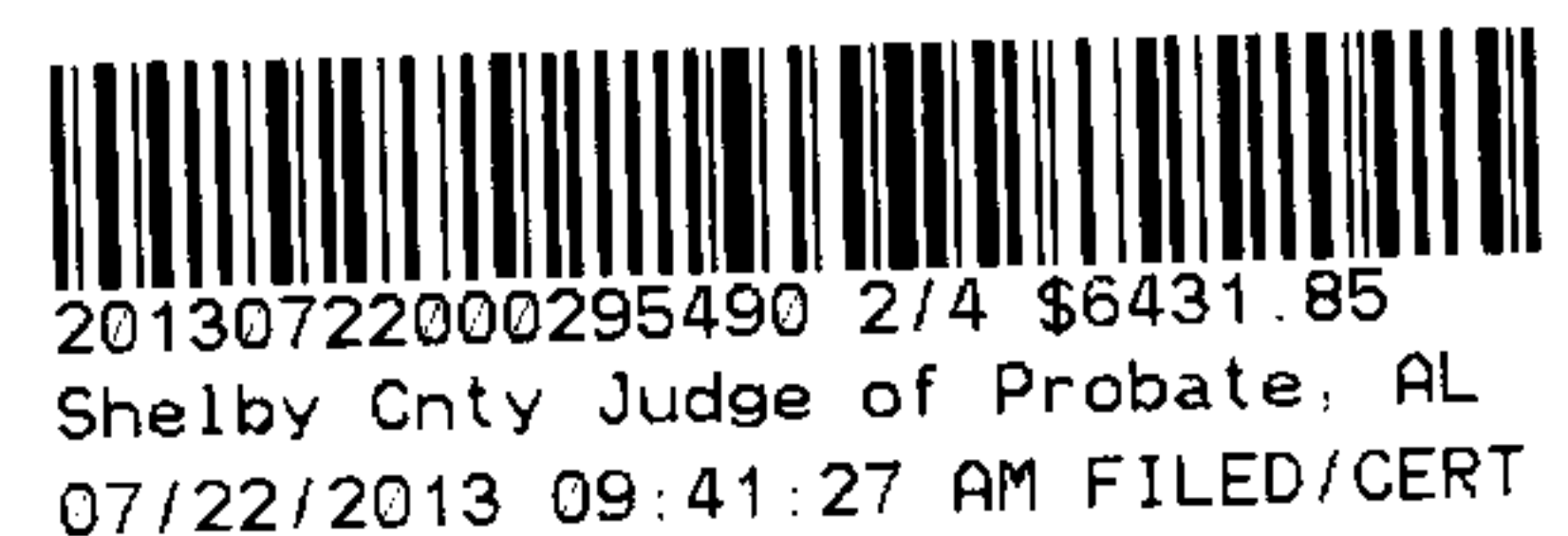
2.

Except as modified hereby, the Mortgage is and shall remain in full force and effect and unchanged, and said Mortgage is hereby ratified and confirmed. Nothing contained herein shall be construed to be a novation.

3.

This Agreement shall bind and inure to the benefit of the parties thereto and their respective successors and assigns.


[SIGNATURES APPEAR ON FOLLOWING PAGE.]



IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed and effective as of the day and year first written above, although actually executed on the date or dates reflected below.

GRANTOR:

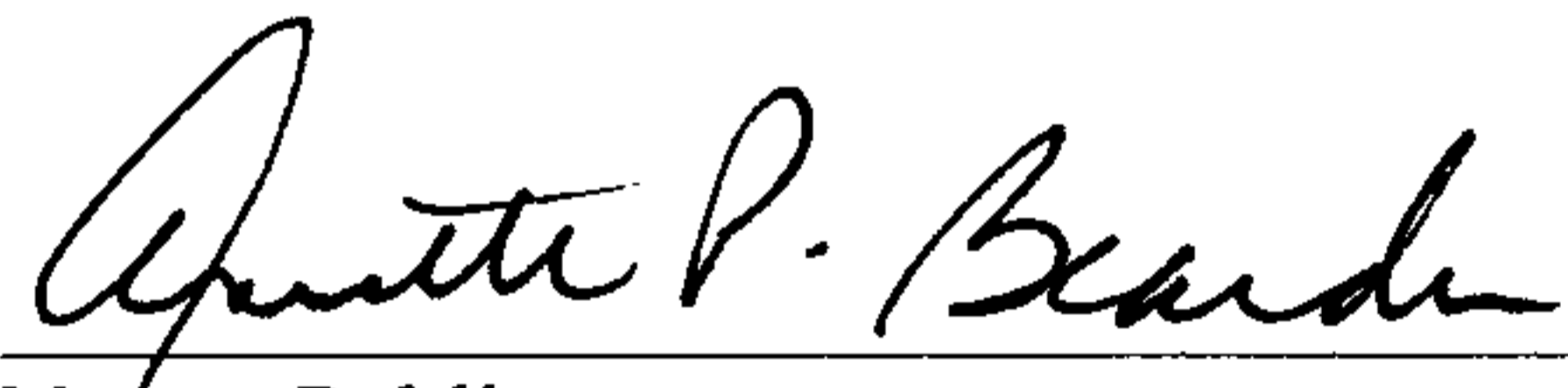
MANHATTAN INVESTMENT GROUP, LLC,  
a Georgia limited liability company

By:  (SEAL)  
Jatin R. Desai, Manager

STATE OF GEORGIA  
COUNTY OF COB

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jatin R. Desai, whose name as Manager of Manhattan Investment Group, LLC, a Georgia 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 company.


Given under my hand and official seal this 30<sup>th</sup> day of May, 2013.

  
Notary Public

[Notarial Seal]

My commission expires: 3/20/2017



  
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IN WITNESS WHEREOF, Lender has caused this Mortgage to be executed and effective as of the day and year first written above, although actually executed on the date or dates reflected below.

LENDER:

THE BRAND BANKING COMPANY,  
a Georgia banking corporation

By: Jennifer Bridwell  
Jennifer Bridwell, Vice President

[BANK SEAL]

STATE OF GEORGIA  
COUNTY OF Georgia

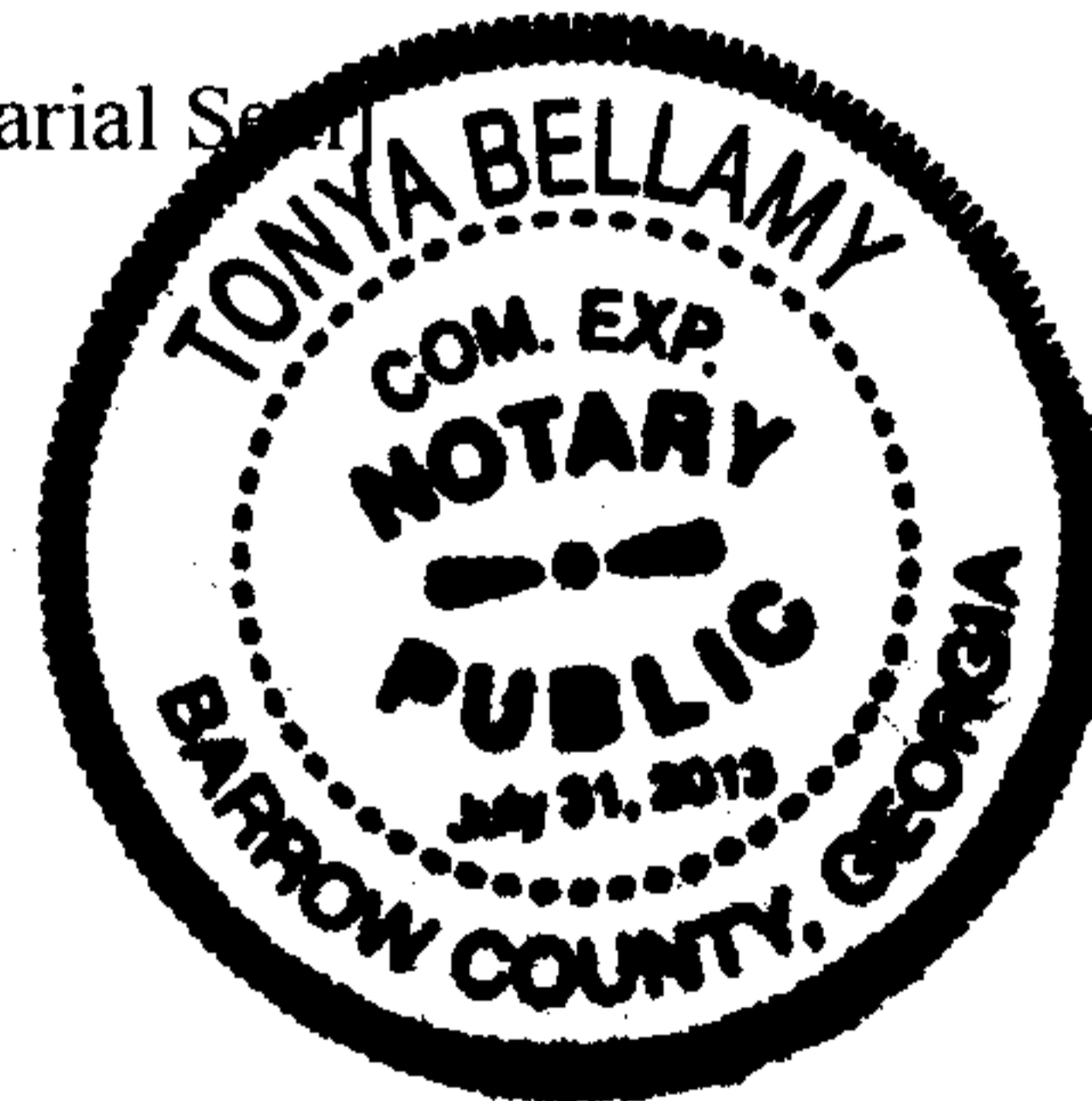
I, the undersigned, a notary public in and for said county in said state, hereby certify that Jennifer Bridwell, whose name as Vice President of The Brand Banking Company, a Georgia banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such Vice President and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 30 day of May, 2013.

Tonya Bellamy  
Notary Public

[Notarial Seal]

My commission expires: 7-31-13



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