



20130820000339170 1/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
08/20/2013 10:03:56 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:  
Chambliss, Bahner & Stophel, P.C.  
Liberty Tower  
605 Chestnut Street, Suite 1700  
Chattanooga, TN 37450  
Attention: Jay A. Young

**AMENDMENT TO REAL ESTATE MORTGAGE,  
ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT**

THIS AMENDMENT TO REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT ("Amendment") is entered into effective June 6, 2013, by VALLEYDALE HOSPITALITY, LLC, an Alabama limited liability company whose address is 2538 Lake Crest Drive, Tuscaloosa, Alabama 35406 (hereinafter called the "Borrower"), and REGIONS BANK, an Alabama banking corporation whose address is Post Office Box 2509, Tuscaloosa, Alabama 35403 (hereinafter called "Bank").

**WITNESSETH:**

WHEREAS, on April 7, 2008, Borrower executed a Real Estate Mortgage, Assignment of Rents and Leases and Security Agreement for the benefit of Bank which is recorded at Instrument No. 20080408000141480 in the Shelby County, Alabama, Judge of Probate's Office ("Mortgage"); and

WHEREAS, the Mortgage secures all indebtedness now or hereafter owing by Borrower to Bank including, without limitation, the Loan described therein; and

WHEREAS, Bank and Borrower have amended the Construction to Term Credit Agreement dated April 7, 2008, described in the Mortgage (the "Credit Agreement") to extend the term of the Loan and make certain other modifications to the Loan; and

WHEREAS, the Loan is now evidenced by a certain Amended and Restated Promissory Note in the principal amount of \$11,958,862.20 dated April 7, 2013, payable by Borrower to Bank as amended on or about the date hereof (as amended, the "2013 Note"); and

WHEREAS, the parties desire to evidence their intention that all indebtedness of Borrower to Bank now existing or hereafter arising, including, without limitation, the Loan and the Other Indebtedness remain secured by the Mortgage

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Amendments.

(a) The parties confirm that the Mortgage remains in full force and effect and continues to secure all indebtedness of Borrower to Bank now existing or hereafter arising, including, without limitation, the Loan and the Other Indebtedness. The parties also confirm that the 2013 Note constitutes a Loan Document for

purposes of the Mortgage. Pursuant to the amendments to the Credit Agreement and 2013 Note described above, the Loan is now due and payable in full on June 6, 2014, unless further extended or renewed.

2. Miscellaneous. Capitalized terms used in this Amendment that are not otherwise defined have the meanings given them in the Mortgage. Nothing herein constitutes a novation of the Mortgage or affects the priority of the lien established thereby. The parties are entering into this Amendment merely to confirm that the Mortgage remains in full force and effect and continues to secure all of Borrower's indebtedness to Bank including, without limitation, the Loan (as amended) and the Other Indebtedness. The terms of the Mortgage are incorporated herein by reference. This document may be executed in separate counterparts all of which together constitute one and the same agreement.

(Signature page attached)





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IN WITNESS WHEREOF, the undersigned executed this Amendment effective as of the date written above.

**BORROWER:**


VALLEYDALE HOSPITALITY, LLC


By:   
Name: Rashmi Thakor  
Title: Manager

By:   
Name: Mayur Desai  
Title: Manager

**BANK:**

REGIONS BANK

By:   
Name: Tim Collins  
Title: SVP

  
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STATE OF Alabama

COUNTY OF Tuscaloosa

I, the undersigned, a notary public in and for said county in said state, hereby certify that RASHMI THAKOR, whose name as Manager of VALLEYDALE HOSPITALITY, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, 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 16 day of July, 2013.

Khanda Steph  
Notary Public

My Commission Expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Mar 17, 2015**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF Alabama

COUNTY OF Tuscaloosa

I, the undersigned, a notary public in and for said county in said state, hereby certify that MAYUR DESAI, whose name as Manager of VALLEYDALE HOSPITALITY, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, 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 16 day of July, 2013.

Khanda Steph  
Notary Public

My Commission Expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Mar 17, 2015**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**



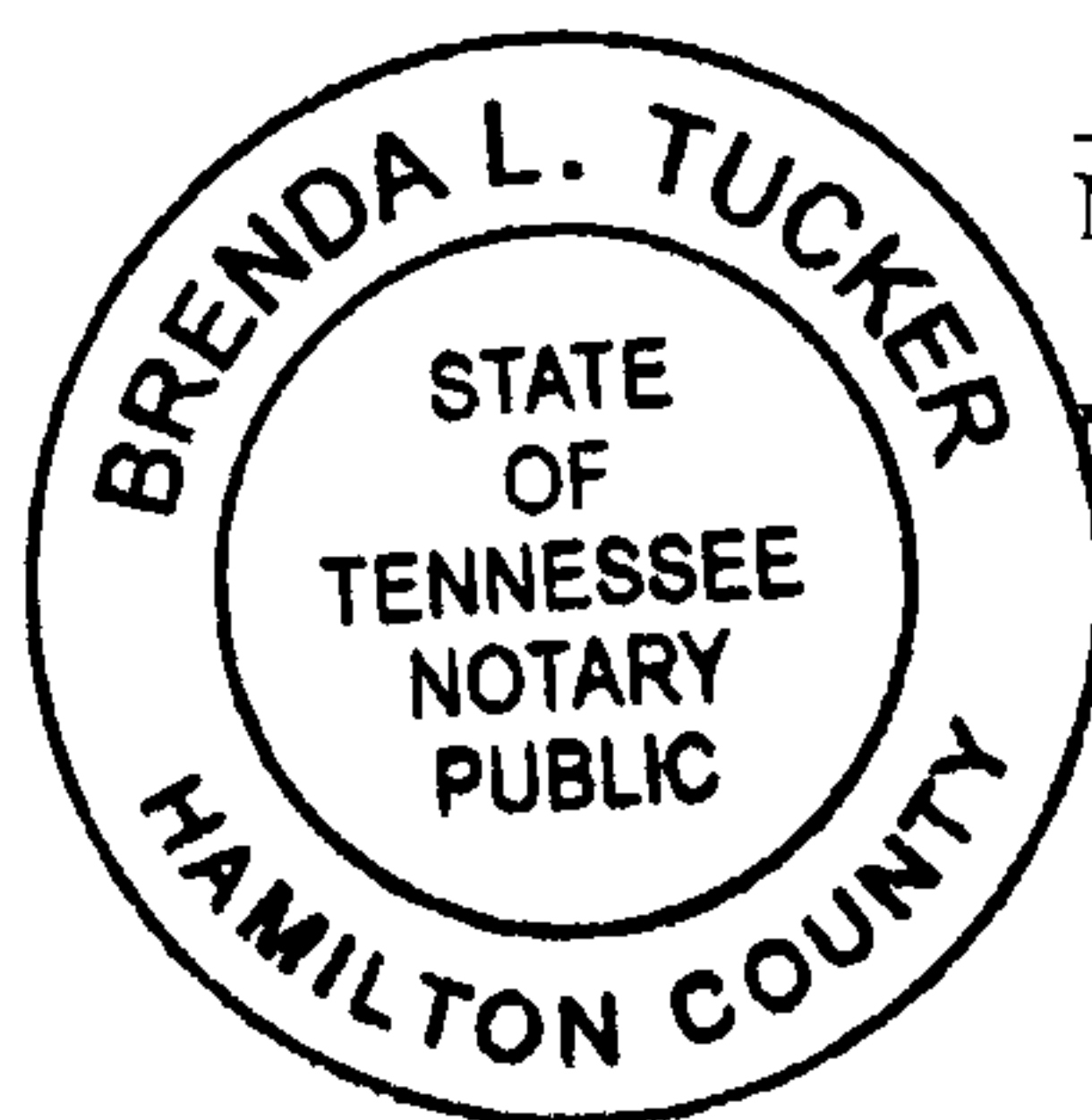
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STATE OF Tennessee  
COUNTY OF Hamilton

Before me, a Notary Public of the state and county mentioned, personally appeared (name) Jim Collins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be (title) Vice President of REGIONS BANK, the within named bargainer, an Alabama banking corporation, and that such person as such (title) Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the banking corporation by such person as such (title) Vice President

WITNESS my hand and seal, at office in Hamilton, TN (county, state), this 29<sup>th</sup> day of July, 2013.



Brenda L. Tucker  
Notary Public

My Commission Expires: 3-12-16



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