


STATE OF ALABAMA       )  
                                     :  
COUNTY OF SHELBY       )

  
20130930000390460 1/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
09/30/2013 11:15:31 AM FILED/CERT

**SECOND AMENDMENT TO MORTGAGE,  
ASSIGNMENT OF LEASES AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT (this “Amendment”) is made and entered into as of this 23<sup>rd</sup> day of September, 2013 by and between **DANIEL SENIOR LIVING OF INVERNESS II, LLC**, an Alabama limited liability company (the “Borrower”), and **SOUTHERN STATES BANK**, an Alabama banking corporation (the “Lender”).

**R E C I T A L S:**

The Borrower has heretofore executed and delivered to the Lender a Mortgage, Assignment of Leases and Security Agreement dated as of May 1, 2008 which has been recorded as Instrument No. 20080501000179730 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by a First Amendment thereto dated as of July 11, 2008 and recorded as Instrument No. 20080714000282330 in said Probate Office (collectively, the “Mortgage”). *Capitalized terms not otherwise expressed defined herein shall have the same meanings given to such terms in the Mortgage.*

Contemporaneously, herewith, the Borrower has acquired that certain real property (the “Additional Property”) situated in Shelby County, Alabama which is more particularly described in **Exhibit A-1** attached hereto and incorporated herein by reference.

The Borrower and the Lender desire to modify and amend the Mortgage to add the Additional Property as part of the Project Site which secures the Obligations.

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

1. The Mortgage is hereby amended by adding to Exhibit A to the Mortgage, the legal description of the Additional Property, as set forth in **Exhibit A-1** to this Amendment. As further security for the Obligations, the Borrower has bargained and sold and does hereby grant, bargain, sell, transfer, assign, set-over and convey to the Lender, its successors and assigns, the Additional Property and hereby grants to the Lender, its successors and assigns, a security interest in, to, and under the Additional Property, as if the Additional Property had been an original part of the Project Site and had been described in Exhibit A to the Mortgage.

**TO HAVE AND TO HOLD** the Additional Property, together with all of the rights, privileges and appurtenances thereunto belonging, unto the Lender, its successors and assigns forever.

2. Except as expressed and modified and amended herein, the Mortgage shall remain in full force and effect and is hereby ratified, confirmed and approved by the parties hereto.

3. The Borrower represents and warrants that all representations and warranties made by Borrower in the Mortgage are true and correct as of the date of this Amendment, and no Event of Default, as defined in the Mortgage, has occurred and is continuing as of the date hereof.

4. Notwithstanding the execution of this Amendment, all of the indebtedness evidenced by the Note, as defined in the Mortgage, shall remain in full force and effect, and all of the Collateral, as defined in the Mortgage, shall remain subject to the liens, security interests and assignments of the Mortgage and the other Loan Documents as security for the indebtedness evidenced by the Note and all other indebtedness described therein; and nothing contained in this Amendment shall be construed to constitute a novation of the indebtedness evidenced by the Note or to release, satisfy, discharge, terminate or otherwise affect or impair in any manner whatsoever (a) the validity or enforceability of the indebtedness evidenced by the Note; (b) the liens, security interests, assignments and conveyances effected by the Mortgage or of any of the other Loan Documents or the priority thereof; (c) the liability of any maker, endorser, surety, guarantor or other person that may now or hereafter be liable under or on account of the Note or the Mortgage or the other Loan Documents; or (d) any other security or instrument now or hereafter held by the Lender as security for or as evidence of any of the above-described indebtedness.

5. From and after the date hereof, all references in the Loan Documents to the "Mortgage" shall mean and refer to the Mortgage, as amended by this Amendment.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.


7. This Amendment shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the day and year first above written.

**DANIEL SENIOR LIVING OF INVERNESS II,  
LLC**, an Alabama limited liability company

By: Daniel Management Corporation, an  
Alabama corporation, Its Manager

By:  
Its:

  
VICE PRESIDENT



STATE OF ALABAMA

)

:

JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffrey W. Boyd, whose name as Vice President of Daniel Management Corporation, an Alabama corporation, as Manager of **DANIEL SENIOR LIVING OF INVERNESS II, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 23<sup>rd</sup> day of September, 2013.


Ginger A. McCoy  
Notary Public

[NOTARIAL SEAL]

My commission expires:

~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~  
MY COMMISSION EXPIRES: Aug 2, 2016

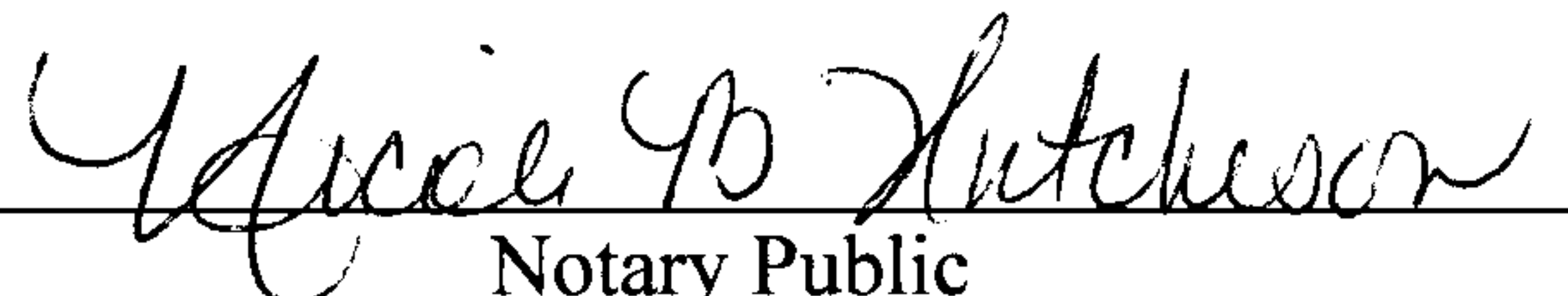
SOUTHERN STATES BANK, an Alabama  
banking corporation

By:   
Its: President

STATE OF ALABAMA                    )  
  :  
JEFFERSON COUNTY                 )

I, the undersigned, a notary public in and for said county in said state, hereby  
certify that Patrick Cushman, whose name as President of  
**SOUTHERN STATES 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 said instrument, he, as such officer and with full authority, executed the same  
voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23<sup>rd</sup> day of September, 2013.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES JUNE 28TH, 2017

This instrument prepared by:  
Stephen R. Monk  
Bradley ArantBoult Cummings LLP  
One Federal Place, 4<sup>th</sup> Floor  
1819 5<sup>th</sup> Avenue North  
Birmingham, Alabama 35203

## **Exhibit A-1**

### **Legal Description of Additional Property**

The Additional Property consists of the following described real property situated in Shelby County, Alabama:

Lot 47C, according to the Subdivision of Danberry, Resurvey of Lots 47 and 48, as recorded in Map Book 42, Page 44 in the Office of the Judge of Probate of Shelby County, Alabama.