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11/13/2013 09:44:08 AM FILED/CERT

MATRIX SOUTH, LLC

to

JLC WAREHOUSE I LLC

SECOND AMENDMENT TO RECORDED DOCUMENTS

Dated: As of October 22, 2013

Property Location: 301 Greenpark South
Pelham, Alabama 35124

DOCUMENT PREPARED BY ~~AND WHEN RECORDED, RETURN TO:~~

Kaye Scholer LLP
425 Park Avenue
New York, New York 10022-3598
Attention: Stephen Gliatta, Esq.

SECOND AMENDMENT TO RECORDED DOCUMENTS

This **SECOND AMENDMENT TO RECORDED DOCUMENTS** (this "**Amendment**"), made as of October 22, 2013, between **MATRIX SOUTH, LLC**, a Delaware limited liability company, having an office at 1201 Route 112, Port Jefferson Station, New York 11776 ("**Alabama Borrower**") and **JLC WAREHOUSE I LLC**, a Delaware limited liability company, having an address c/o LoanCore Capital, 80 Field Point Road, Greenwich, Connecticut 06830, as successor-in-interest to Jefferies LoanCore LLC, (together with its successors and assigns, "**Lender**").

WITNESSETH:

WHEREAS:

A. Alabama Borrower, together with certain of its affiliates which own ten (10) other properties located in the State of Michigan (collectively and together with Alabama Borrower, "**Borrower**") and Lender are parties to that certain Amended and Restated Loan Agreement dated as of August 16, 2013 (the "**Original Loan Agreement**") relating to a secured mortgage loan in the original principal amount of \$135,000,000 (the "**Loan**"). The Loan is evidenced by (i) that certain Amended and Restated Promissory Note A-1, dated as of August 16, 2013, in the original principal amount of \$35,000,000 made by Borrower and payable to Lender (the "**Original Note A-1**"), (ii) that certain Amended and Restated Promissory Note A-2, dated as of August 16, 2013, in the original principal amount of \$35,000,000 made by Borrower and payable to Lender (the "**Original Note A-2**"), (iii) that certain Amended and Restated Promissory Note A-3, dated as of August 16, 2013, in the original principal amount of \$32,500,000 made by Borrower and payable to Lender (the "**Original Note A-3**") and (iv) that certain Amended and Restated Promissory Note A-4, dated as of August 16, 2013, in the original principal amount of \$32,500,000 made by Borrower and payable to Lender (the "**Original Note A-4**" and, together with the Original Note A-1, the Original Note A-2 and the Original Note A-3, the "**Original Notes**").

B. As of the date hereof, the outstanding principal balance of the Loan is \$135,000,000.

C. As security for the Original Loan, Alabama Borrower executed (i) that certain Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of July 22, 2013 and recorded in the real estate records of Shelby County prior hereto on August 16, 2013 as Number 20130816000336280, as amended by that certain First Amendment to Recorded Documents, recorded in the real estate records of Shelby County prior hereto on August 16, 2013 as Number 20130816000336370 (the "**Original Mortgage**") and (ii) that certain Assignment of Leases and Rents, dated as of July 22, 2013 and recorded in the real estate records of Shelby County prior hereto on August 16, 2013 as Number 20130816000336300, as amended by that certain First Amendment to Recorded Documents, recorded in the real estate records of Shelby County prior hereto on August 16, 2013 as Number 20130816000336370 (the "**Original Assignment**"; the Original Assignment, together with the Original Mortgage, collectively, the "**Original Recorded Documents**"; the Original Recorded Documents as amended by this Amendment shall hereafter be the "**Recorded Documents**").

D. Lender is the successor-in-interest to Jefferies LoanCore LLC (as the original lender under the Loan Documents) through various mesne assignments as more particularly set forth on Schedule 1 attached hereto.

E. The Recorded Documents encumber, among other things, all of Borrower's right title and interest in and to Borrower's fee interest in those certain parcels of real property (the "**Premises**") described in Exhibit A attached hereto and the Improvements located thereon.

F. Concurrently with the execution and delivery hereof, Borrower and Lender are amending the terms of the Original Loan Agreement pursuant to that certain First Amendment to Amended and Restated Loan Agreement and Second Amendment to Non-Recorded Documents dated as of the date hereof (the Original Loan Agreement, as so amended, the "**Amended Loan Agreement**"). Capitalized terms used herein without definition shall have the meanings set forth in the Amended Loan Agreement.

G. On the date hereof, Borrower and Lender have entered into that certain Note Consolidation and Splitter Agreement which (i) first consolidates the Original Notes into one (1) note evidenced by that certain Consolidated, Amended and Restated Promissory Note in the original principal amount of \$135,000,000 dated as of the date hereof and made by Borrower to the order of Lender (the "**Consolidated Note**") and (ii) immediately thereafter severs the Consolidated Note into two (2) separate notes evidenced by (a) that certain Second Amended and Restated Promissory Note A-1, dated as of the date hereof, in the original principal amount of \$69,500,000 and (b) that certain Second Amended and Restated Promissory Note A-2, dated as of the date hereof, in the original principal amount of \$65,500,000 (collectively, the "**Second Amended Notes**"). For the avoidance of doubt, no new funds have been or will be advanced in connection with this Amendment as the Second Amended Notes collectively replace in their entirety all other notes entered into prior thereto, including without limitation the Original Notes and the Consolidated Note.

H. Alabama Borrower and Lender wish to amend certain provisions of the Original Recorded Documents as set forth herein.

NOW, THEREFORE, in order to confirm that both the "Note" secured by the Original Recorded Documents and that the "Notes" secured by the Existing Loan Agreement are the Second Amended Notes, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. Amendment of Original Recorded Documents.

(a) All references in the Recorded Documents to the Note shall mean the Amended Notes, as the same may hereafter be further amended, modified, supplemented or restated from time to time.

(b) All references in the Recorded Documents to the Loan Agreement shall mean the Amended Loan Agreement, as the same may hereafter be further amended, modified, supplemented or restated from time to time.

2. Representations. Borrower hereby represents and warrants to Lender as of the date hereof as follows:

(a) Authorization and Power. Borrower has the power and requisite authority to execute, deliver and perform its obligations under this Amendment and any other document executed in connection herewith and is duly authorized to, and has taken all action necessary to authorize it to, execute, deliver and perform its obligations under this Amendment.

(b) Valid and Binding Obligations. This Amendment constitutes legal, valid and binding obligations of Borrower enforceable in accordance with its terms.

(c) Consents, Etc. No consent, approval, authorization or order of any court or governmental authority or any third party is required in connection with the execution and delivery by Borrower of this Amendment or to consummate the transactions contemplated hereby, which consent has not been obtained.

(d) No Offsets; Defenses. There are no existing claims by Borrower against Lender and there are no offsets or defenses by Borrower to the payment of any amounts required under the Loan Documents or otherwise to the enforcement by Lender of the Loan Documents.

3. Ratification and Reaffirmation. Borrower hereby ratifies, confirms and reaffirms in all respects and without condition, all of the terms, covenants and conditions set forth in the Original Recorded Documents to which it is a party (as modified hereby) and agrees that each of the Original Recorded Documents (as modified hereby) remains in full force and effect as of the date hereof, and nothing herein contained shall be construed to impair the security or affect the lien of the Original Recorded Documents, nor impair any rights or powers which Lender or its successors and assigns may have for the nonperformance of any term contained in any of the Original Recorded Documents. All collateral, Liens and other security interests and pledges created pursuant to, or referred to in, the Recorded Documents, shall continue to secure the Debt due under the Amended Loan Agreement, the Amended Notes and/or any of the Recorded Documents, as amended hereby.

4. Successor and Assigns. This Amendment shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one original. An electronic facsimile of an executed counterpart of this Amendment shall constitute an original for all purposes.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized representatives, all as of the day and year first above written.

BORROWER:

MATRIX SOUTH, LLC, an Alabama limited liability company

By: Matrix Green Park, LLC, an Ohio limited liability company, its sole member

By: Matrix Realty Group, Inc., a New York corporation, its sole member

By: _____
Name: Glen Nelson
Title: Manager

ACKNOWLEDGMENT

STATE OF NY)
) SS.
COUNTY OF Suffolk)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Glen Nelson, who is the Manager of Matrix Realty Group, Inc., a New York corporation, the sole member of Matrix Green Park, LLC, an Ohio limited liability company, the sole member of Matrix South, 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/she, as such officer 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 22 day of October, 2013.

Notary Public

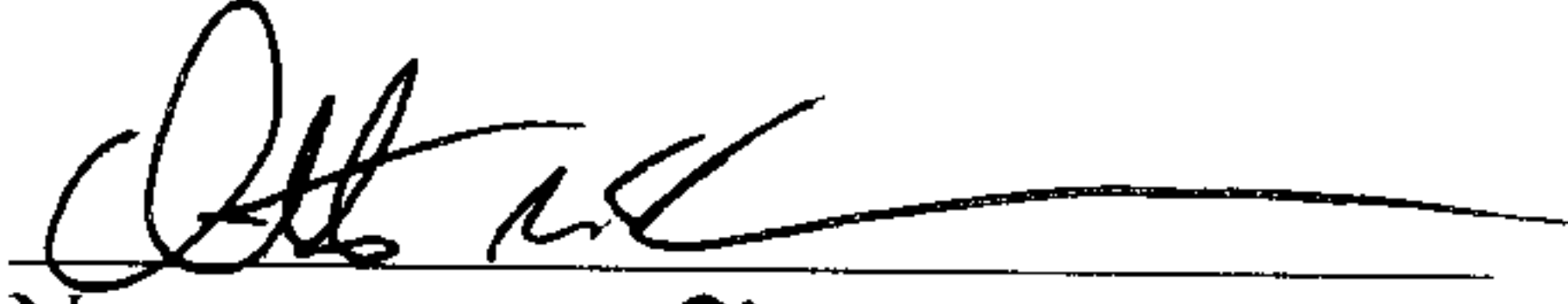
[NOTARIAL SEAL]

GERARD J MCCREIGHT
Notary Public, State of New York
My Commission expires: No. 02MC0079792
Commission Expires April 23, 2016



LENDER:

JLC WAREHOUSE I LLC, a Delaware limited liability company

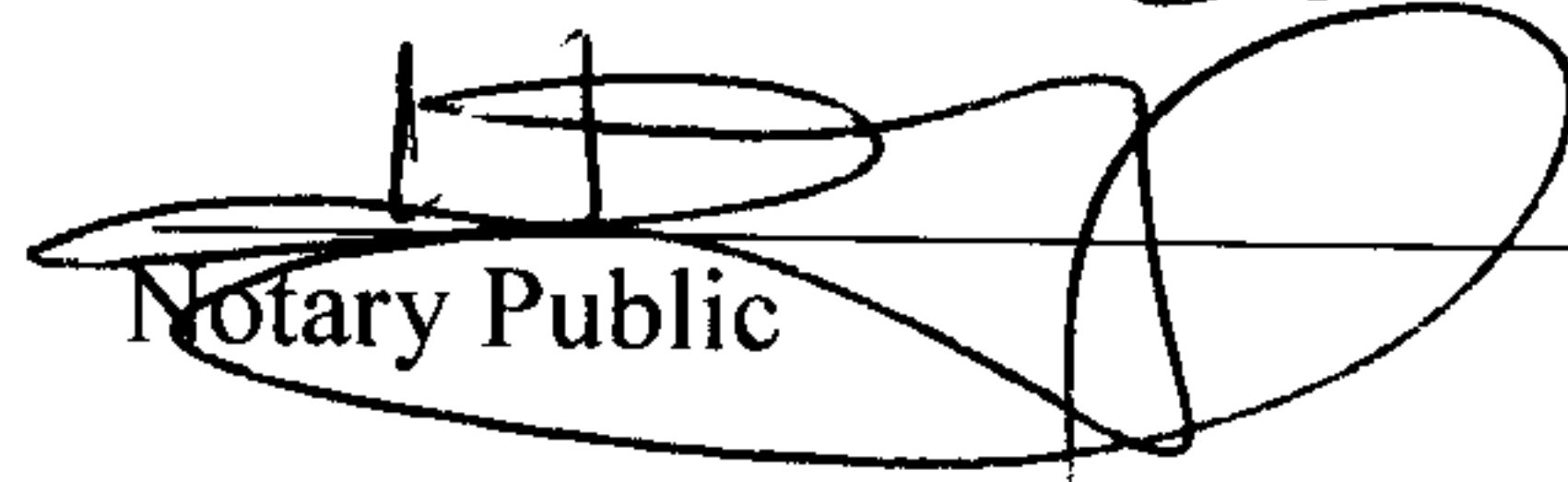
By: 
Name: **Christopher McCormack**
Title: **Chief Operating Officer**

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) SS.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christopher McCormack, who is the COO of JLC Warehouse I LLC, a Delaware 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/she, as such officer 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 23rd day of October, 2013.


Notary Public

[NOTARIAL SEAL]

My Commission expires: _____

HANNA J. OLSON
Notary Public, State of New York
No. 01OL6183429
Qualified in Queens County
Commission Expires March 17, 2016

EXHIBIT A

The Premises

(see attached)

EXHIBIT "A"

GREEN PARK PARCEL I

A PARCEL OF LAND LOCATED IN SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1326.0 FEET; THENCE 45 DEG. 51 MIN. RIGHT, IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 2025.0 FEET; THENCE 90 DEG. RIGHT, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 682.0 FEET; THENCE 81 DEG. 04 MIN. RIGHT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 663.0 FEET; THENCE 90 DEG. LEFT, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 500.0 FEET; THENCE 90 DEG. RIGHT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 1807.34 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 1; THENCE 55 DEG. RIGHT, IN AN EASTERLY DIRECTION, A DISTANCE OF 844.43 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

GREEN PARK PARCEL II

A 50 FOOT WIDE PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, THENCE IN A NORTHERLY DIRECTION ALONG THE WESTERLY LINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING, SAID POINT BEING IN THE CENTER LINE OF HEREIN DESCRIBED FIFTY FOOT WIDE PARCEL OF LAND, SAID PARCEL BEING 25 FEET EACH SIDE OF HEREIN DESCRIBED CENTER LINE; THENCE 89 DEG. 10 MIN. RIGHT, IN AN EASTERLY DIRECTION, A DISTANCE OF 56.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGEL OF 73 DEG. 32 MIN., AND A RADIUS OF 119.93 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 153.92 FEET TO END OF SAID CURVE AND THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGEL OF 23 DEG. 18 MIN. AND A RADIUS OF 242.51 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 98.62 FEET TO END OF SAID CURVE; THENCE NORTHEASTERLY A DISTANCE OF 715.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16 DEG. 02 MIN. 30 SEC., AND A RADIUS OF 354.83 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 99.34 FEET TO END OF SAID CURVE; THENCE NORTHEASTERLY A DISTANCE OF 27.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35 DEG. 26 MIN. 30 SEC. AND A RADIUS OF 313.17 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 193.72 FEET TO END OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 78 DEG. 41 MIN. AND A RADIUS OF 135.26 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 185.75 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 31 AND END OF HEREIN DESCRIBED 50 FOOT WIDE PARCEL. SITUATED IN SHELBY COUNTY, ALABAMA.

GREEN PARK PARCEL III

A PARCEL OF LAND LOCATED IN THE W 1/2 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SAID POINT BEING ON THE SOUTH RIGHT OF WAY BOUNDARY OF TRAILER PARK ROAD; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID 1/4 1/4 SECTION, WHICH IS ALSO ALONG SAID SOUTH

EXHIBIT "A" (CONTINUED)

RIGHT OF WAY BOUNDARY 55.69 FEET TO THE POINT OF BEGINNING OF THE ARC OF A CURVE, TANGENT TO LAST MENTIONED COURSE TURNING TO THE LEFT, HAVING A CENTRAL ANGLE OF 73 DEG. 32 MIN. AND A RADIUS OF 144.93 FEET; THENCE EASTERLY AND THENCE NORTHEASTERLY ALONG SAID ARC 186.00 FEET TO THE POINT OF BEGINNING OF ANOTHER CURVE, TURNING TO THE RIGHT, TANGENT TO LAST MENTIONED CURVE, HAVING A CENTRAL ANGLE OF 23 DEG. 18 MIN. AND A RADIUS OF 271.51 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST MENTIONED CURVE 88.45 FEET; THENCE NORTHEASTERLY ALONG A LINE TANGENT TO LAST MENTIONED ARC 17.75 FEET (THE LAST MENTIONED THREE COURSES WERE ALONG SAID SOUTH RIGHT OF WAY BOUNDARY OF TRAILER PARK ROAD); THENCE RIGHT 63 DEG. 30 MIN. IN A SOUTHEASTERLY DIRECTION 35 FEET, MORE OR LESS, TO THE CENTERLINE OF BISHOP CREEK; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE 486 FEET, MORE OR LESS, TO INTERSECTION WITH THE WEST BOUNDARY OF SAID 1/4 1/4 SECTION; THENCE NORTHERLY ALONG SAID WEST BOUNDARY 173 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

EASEMENT FOR WALK BENEFICIAL TO GREEN PARK

CENTERLINE OF 8.00 FEET EASEMENT FOR WALK

BEGIN AT THE NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID 1/4 1/4 SECTION 58.00 FEET TO THE POINT OF BEGINNING OF CENTERLINE HEREIN DESCRIBED; THENCE 81 DEG. 58 MIN. LEFT IN A SOUTHEASTERLY DIRECTION 28.10 FEET; THENCE 39 DEG. 00 MIN, RIGHT IN A SOUTHEASTERLY DIRECTION 75 FEET, MORE OR LESS, TO INTERSECTION WITH THE CENTERLINE OF BISHOP CREEK, SAID INTERSECTION BEING THE TERMINUS OF CENTERLINE HEREIN DESCRIBED. SITUATED IN SHELBY COUNTY, ALABAMA.

SOUTHGATE PARCEL I

PART OF LOT 1 JH BANKER'S SUBDIVISION AND PART OF THE SE 1/4 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST AND THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEG. 02 MIN. 45 SEC. WEST ALONG THE EAST LINE OF SAID 1/4/ 1/4 SECTION A DISTANCE OF 1,151.65 FEET TO PROPERTY CORNER IN THE CENTERLINE OF BISHOP CREEK; THENCE RUN SOUTH 59 DEG. 29 MIN. 19 SEC. WEST ALONG CENTERLINE OF SAID CREEK 59.70 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 21 DEG. 16 MIN. 11 SEC. WEST ALONG CENTERLINE OF SAID CREEK 159.36 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 56 DEG. 34 MIN. 04 SEC. WEST ALONG CENTERLINE OF SAID CREEK 26.66 FEET TO A PROPERTY CORNER, THENCE RUN ALONG CENTERLINE OF SAID CREEK NORTH 87 DEG. 38 MIN. 50 SEC. WEST A DISTANCE OF 140.35 FEET TO A PROPERTY CORNER; THENCE RUN ALONG THE CENTERLINE OF SAID CREEK NORTH 68 DEG. 19 MIN. 51 SEC. WEST A DISTANCE OF 53.89 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 63 DEG. 53 MIN. 32 SEC. WEST ALONG CENTERLINE OF SAID CREEK 22.40 FEET TO A POINT ON THE DIAGONAL LINE FROM THE NE CORNER OF SUBJECT 1/4 1/4 SECTION OF THE SW CORNER OF SAME SAID 1/4/ 1/4 SECTION; THENCE CONTINUE NORTH 63 DEG. 53 MIN. 32 SEC. WEST ALONG CENTERLINE OF SAID BISHOP CREEK A DISTANCE OF

EXHIBIT "A" (CONTINUED)

101.71 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 70 DEG. 16 MIN. 22 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 53.59 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 59 DEG. 36 MIN. 19 SEC. WEST ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 62.77 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 56 DEG. 48 MIN. 01 SEC. WEST ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 65.03 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 40 DEG. 55 MIN. 10 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 68.06 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 19 DEG. 36 MIN. 18 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 48.20 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 24 DEG. 15 MIN. 39 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 56.85 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 29 DEG. 52 MIN. 59 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 76.33 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 36 DEG. 20 MIN. 45 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 69.25 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 28 DEG. 20 MIN. 41 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 50.82 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 35 DEG. 34. MIN. 16 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 39.42 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 08 DEG. 36 MIN. 24 SEC. EAST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 42.56 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 32 DEG. 15 MIN. 53 SEC. EAST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 34.40 FEET TO A PROPERTY CORNER ON THE DIAGONAL (SO CALLED TWENTY ACRE LINE) LINE BETWEEN THE NE CORNER OF SAID SE 1/4 OF THE NE 1/4 AND THE SW 1/4 OF SAME SAID 1/4 1/4; THENCE RUN SOUTH 45 DEG. 50 MIN. 56 SEC. WEST ALONG SAID DIAGONAL LINE A DISTANCE OF 809.57 FEET TO A PROPERTY CORNER REPRESENTING THE SW CORNER OF THE SAID SE 1/4 OF THE NE 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89 DEG. 43 MIN. 11 SEC. EAST ALONG THE SOUTH LINE OF SAID 1/4 1/4 AND THE CENTERLINE OF SAME SAID BISHOP CREEK A DISTANCE OF 610.01 FEET TO A PROPERTY CORNER IN THE CENTERLINE OF SAID CREEK; THENCE RUN NORTH 60 DEG. 22 MIN. 32 SEC. EAST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 87.16 FEET TO A PROPERTY CORNER IN THE CENTERLINE OF SAID CREEK; THENCE RUN NORTH 67 DEG. 18 MIN. 26 SEC. EAST A DISTANCE OF 101.94 FEET TO A STEEL REBAR PROPERTY CORNER; THENCE RUN SOUTH 67 DEG. 18 MIN. 21 SEC. EAST AND 4.51 FEET NORTH OF AND NEARLY PARALLEL TO AN EXISTING INDUSTRIAL FENCE A DISTANCE OF 764.54 FEET TO A FOUND CRIMPED PIPE CORNER ON THE WESTERLY MARGIN OF U. S. HIGHWAY NO. 31, AKA, PELHAM PARKWAY; THENCE RUN NORTH 27 DEG. 35 MIN. 30 SEC. EAST ALONG SAID MARGIN OF SAID HIGHWAY A DISTANCE OF 73.53 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 67 DEG. 23 MIN. 27 SEC. WEST A DISTANCE OF 173.65 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 36 DEG. 40 MIN. 19 SEC. EAST A DISTANCE OF 46.35 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 35 DEG. 01 MIN. 49 SEC. WEST A DISTANCE OF 48.32 FEET TO A PROPERTY CORNER ON THE EAST LINE OF THE NE 1/4 OF THE SE 1/4 OF SAME SECTION 1; THENCE RUN NORTH 00 DEG. 02 MIN. 19 SEC. WEST ALONG THE EAST LINE OF THE SAID NE 1/4 OF THE SE 1/4 OF SAME SECTION 1 A DISTANCE OF 79.04 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY HEREIN REFERRED TO AS SOUTHGATE PARCEL II:

COMMENCE AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN

EXHIBIT "A" (CONTINUED)

THENCE SOUTH 45 DEG. 50 MIN. 56 SEC. WEST A DISTANCE OF 476.35 FEET TO A POINT IN THE CENTERLINE OF BISHOP CREEK AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE RUN NORTH 63 DEG. 53 MIN. 32 SEC. WEST ALONG THE CENTERLINE OF BISHOP CREEK A DISTANCE OF 101.71 FEET TO A POINT; THENCE RUN NORTH 70 DEG. 16 MIN. 22 SEC. WEST ALONG SAID CENTERLINE OF SAID CREEK 53.59 FEET TO A POINT; THENCE RUN SOUTH 59 DEG. 36 MIN. 19 SEC. WEST ALONG CENTERLINE OF SAID CREEK 62.77 FEET TO A POINT; THENCE RUN SOUTH 56 DEG 48 MIN 01 SEC WEST ALONG CENTERLINE OF SAID CREEK 65.03 FEET TO A POINT; THENCE RUN SOUTH 40 DEG 55 MIN 10 SEC WEST ALONG THE CENTERLINE OF SAID CREEK 68.06 FEET TO A POINT; THENCE RUN SOUTH 19 DEG 36 MIN 18 SEC WEST ALONG CENTERLINE OF SAID CREEK 48.20 FEET TO A POINT; THENCE RUN SOUTH 24 DEG 14 MIN. 39 SEC WEST ALONG CENTERLINE OF SAID CREEK 56.85 FEET TO A POINT; THENCE RUN SOUTH 29 DEG 52 MIN 59 SEC WEST ALONG CENTERLINE OF SAID CREEK 76.33 FEET TO A POINT; THENCE RUN SOUTH 36 DEG 20 MIN 45 SEC WEST ALONG CENTERLINE OF SAID BISHOP CREEK 69.25 FEET TO A POINT; THENCE RUN SOUTH 28 DEG 20 MIN 41 SEC WEST ALONG SAID CENTERLINE OF SAID CREEK 50.82 FEET TO A POINT; THENCE RUN SOUTH 35 DEG 34 MIN 16 SEC WEST ALONG CENTERLINE OF SAID CREEK 39.42 FEET TO A POINT; THENCE RUN SOUTH 08 DEG 36 MIN 24 SEC EAST ALONG CENTERLINE OF SAID CREEK 42.56 FEET TO A POINT; THENCE RUN SOUTH 32 DEG 15 MIN 53 SEC EAST ALONG CENTERLINE OF SAID CREEK 34.40 FEET TO A POINT; THENCE NORTH 45 DEG 50 MIN 56 SEC EAST A DISTANCE OF 607.41 TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

NOTE: **SOUTHGATE PARCEL II** DESCRIBED HEREIN IS WITHIN THE BOUNDS OF **SOUTHGATE PARCEL I**

SOUTHGATE PARCEL III

BEGINNING AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH 45 DEG 50 MIN 56 SEC WEST A DISTANCE OF 476.34 FEET TO A POINT IN THE CENTERLINE OF BISHOP CREEK; THENCE RUN SOUTH 63 DEG 53 MIN 32 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 22.40 FEET TO A POINT; THENCE RUN SOUTH 69 DEG 19 MIN 51 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 53.89 FEET TO A POINT; THENCE RUN SOUTH 87 DEG 38 MIN 50 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 140.35 FEET TO A POINT; THENCE NORTH 56 DEG 34 MIN 04 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 26.66 FEET TO A POINT; THENCE RUN NORTH 21 DEG 16 MIN 11 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 159.36 FEET TO A POINT; THENCE RUN NORTH 59 DEG 29 MIN 19 SEC EAST ALONG CENTERLINE OF SAID CREEK 61.31 FEET TO A POINT ON THE EAST LINE OF SAID SE 1/4 OF NE 1/4 OF SAID SECTION 1; THENCE RUN NORTH 00 DEG 30 MIN 24 SEC WEST ALONG SAID EAST LINE OF SAID 1/4 1/4 A DISTANCE OF 173.00 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

SCHEDULE 1

Assignments

Assignment of Mortgage dated July 31, 2013 made by Jefferies LoanCore LLC in favor of JLC Warehouse I LLC, recorded in the real estate records of Shelby County on August 16, 2013 as Number 20130816000336310, as further assigned by that certain Assignment of Mortgage dated August 16, 2013 made by JLC Warehouse I LLC in favor of Jefferies LoanCore LLC, recorded in the real estate records of Shelby County prior hereto on August 16, 2013 as Number 20130816000336340, as further assigned by that certain Assignment of Mortgage dated August 16, 2013 made by Jefferies LoanCore LLC in favor of JLC Warehouse I LLC, recorded in the real estate records of Shelby County prior hereto on August 16, 2013 as Number 20130816000336380

Assignment of Assignment of Leases and Rents dated July 31, 2013 made by Jefferies LoanCore LLC in favor of JLC Warehouse I LLC, recorded in the real estate records of Shelby County on August 16, 2013 as Number 20130816000336320, as further assigned by that certain Assignment of Assignment of Leases and Rents dated August 16, 2013 made by JLC Warehouse I LLC in favor of Jefferies LoanCore LLC, recorded in the real estate records of Shelby County prior hereto on August 16, 2013 as Number 20130816000336350, as further assigned by that certain Assignment of Assignment of Leases and Rents dated August 16, 2013 made by Jefferies LoanCore LLC in favor of JLC Warehouse I LLC, recorded in the real estate records of Shelby County prior hereto on August 16, 2013 as Number 20130816000336390


20131113000446150 12/12 \$48.00
Shelby Cnty Judge of Probate, AL
11/13/2013 09:44:08 AM FILED/CERT