

RECORDATION REQUESTED BY:

Home Federal Savings Bank
Business Banking
1016 Civic Center Dr NW Suite 300
Rochester, MN 55901



20140410000104340 1/3 \$3491.75
Shelby Cnty Judge of Probate, AL
04/10/2014 11:45:23 AM FILED/CERT

WHEN RECORDED MAIL TO:

Home Federal Savings Bank
Business Banking
1016 Civic Center Dr NW Suite 300
Rochester, MN 55901

SEND TAX NOTICES TO:

Home Federal Savings Bank
Business Banking
1016 Civic Center Dr NW Suite 300
Rochester, MN 55901

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 12, 2014, is made and executed between GAC FOOTSTORE LLC, a Delaware Limited Liability Company (referred to below as "Grantor") and Home Federal Savings Bank, whose address is 1016 Civic Center Dr NW Suite 300, Rochester, MN 55901 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 20, 2007 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

a Mortgage dated December 20, 2007 in the original principal amount of \$3,341,000.00, recorded on December 26, 2007 as Document # 20071226000576520.

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 4604 Highway 280, Birmingham, AL 35242. The Real Property tax identification number is 02-7-35-0-001-002.000.

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

Extend the maturity date from February 1, 2014 to February 1, 2018. Unpaid principal balance \$2,314,485.92.

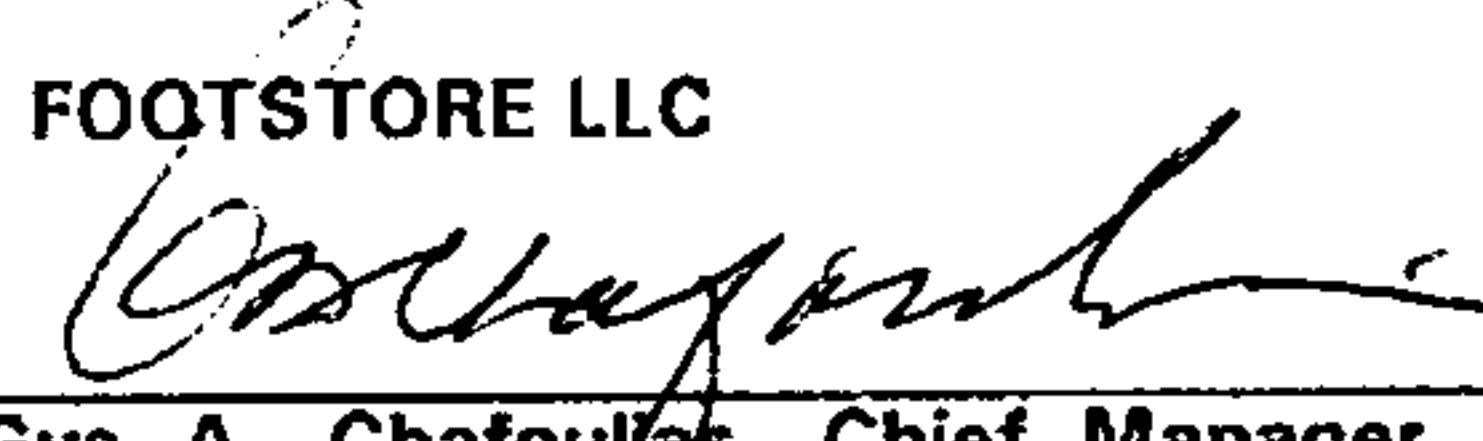
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MARCH 12, 2014.

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.

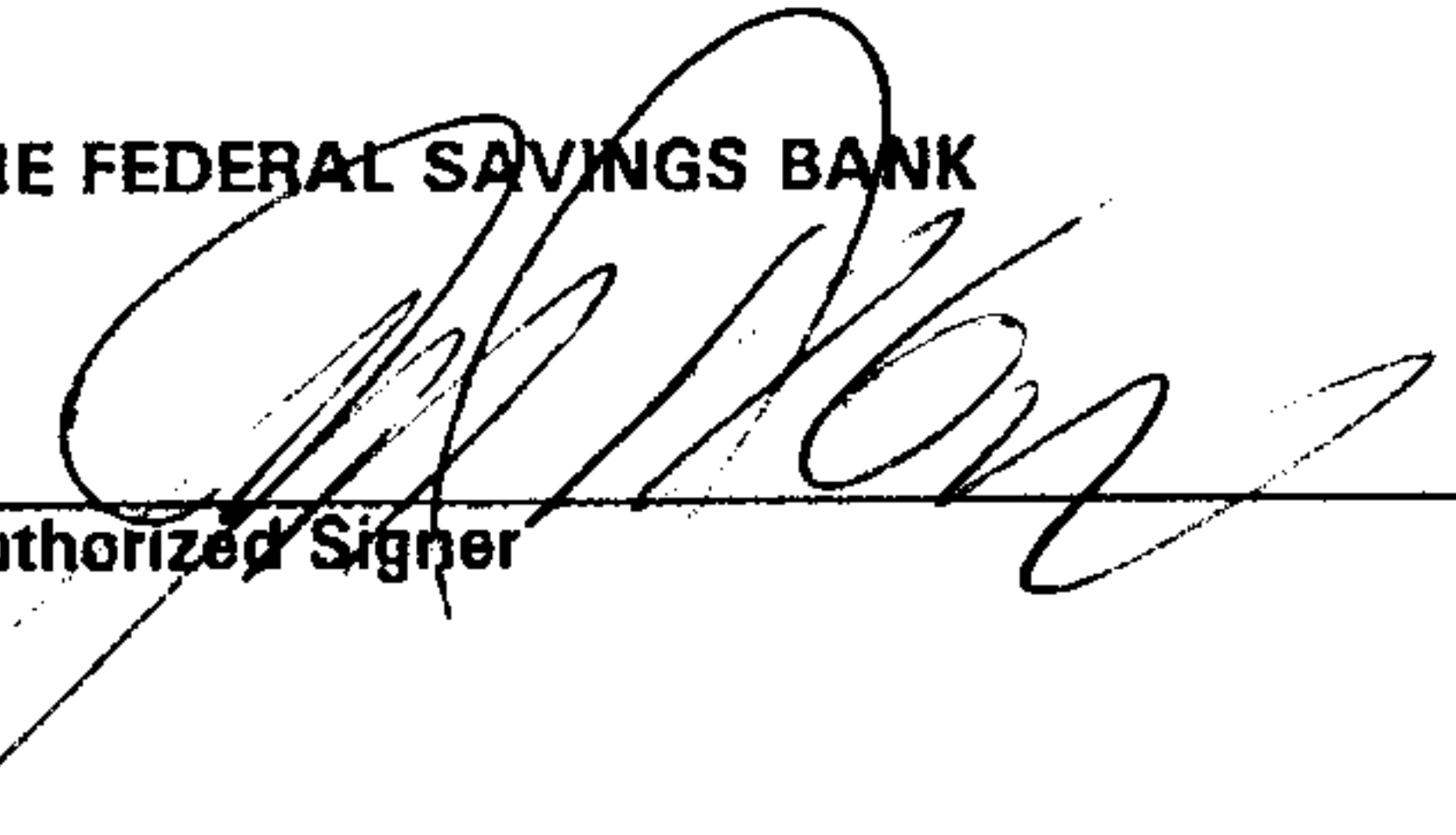
GRANTOR:

GAC FOOTSTORE LLC

By:  (Seal)
Gus A. Chafoules, Chief Manager / President of
GAC Footstore LLC

LENDER:

HOME FEDERAL SAVINGS BANK

X  (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 4213

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This Modification of Mortgage prepared by:

Name: Jeff Hollenbeck, Senior Vice President
Address: 1016 Civic Center Dr NW Suite 300
City, State, ZIP: Rochester, MN 55901

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

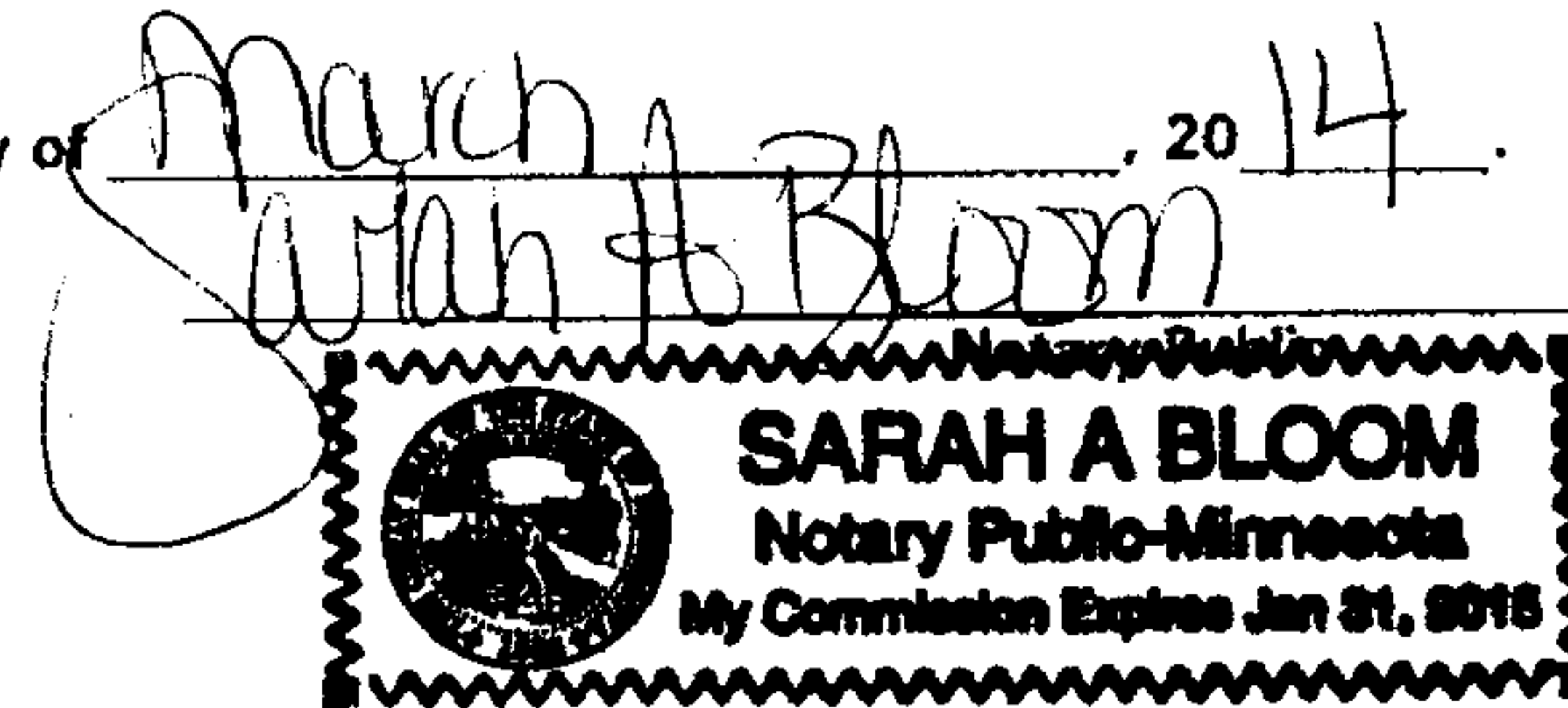
)
) SS
)

COUNTY OF Olmsted

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Gus A. Chafoulas, Chief Manager / President of GAC Footstore LLC, a limited liability company, 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 said Modification, he or she, 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 13th day of March, 2014.

My commission expires 1.31.15



LENDER ACKNOWLEDGMENT

STATE OF Minnesota

)
) SS
)

COUNTY OF Olmsted

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jeffrey Hollenbeck whose name as SVP of Home Federal Savings Bank 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 SVP of Home Federal Savings Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 13th day of March, 2014.

My commission expires _____

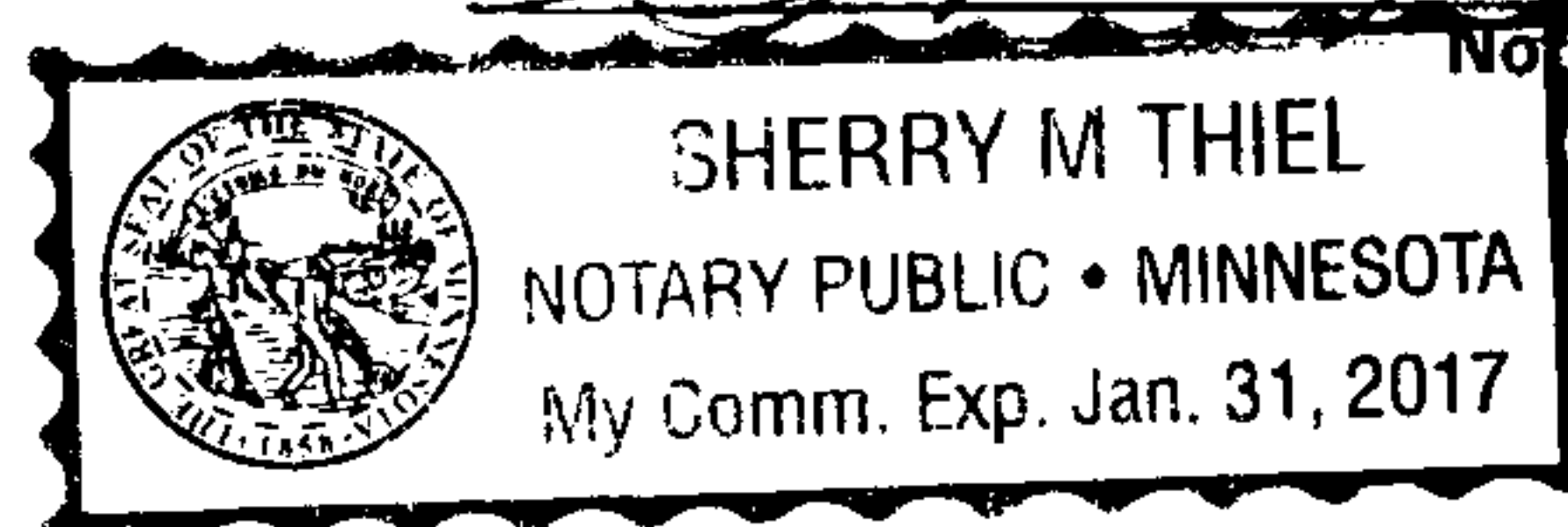


EXHIBIT "A"

Lot 2, according to the Survey of River Ridge Plaza, as recorded in Map Book 26, page 14, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104/4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-01426, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and Instrument 20030512000291030, in the Probate Office of Shelby County, Alabama.


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