


**STATE OF ALABAMA
SHELBY COUNTY**


20151006000349940 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
10/06/2015 11:08:47 AM FILED/CERT

REAFFIRMATION AGREEMENT

This Reaffirmation Agreement ("Agreement") is entered into as of the 2nd day of October, 2015, by and between CHESSER RESERVE, LLC, an Alabama limited liability company ("Borrower") and SERVISFIRST BANK ("Lender").

WHEREAS, Borrower executed and delivered to Lender that certain Mortgage and Security Agreement dated February 10, 2011, being recorded in the Office of the Judge of Probate of Shelby County, Alabama, on February 16, 2011, in Instrument 20110216000053870 (the "Mortgage"); and

WHEREAS, Borrower executed and delivered to Lender an Assignment of Rents and Leases dated February 10, 2011, being recorded February 16, 2011 in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument 20110216000053880 (the "Assignment of Rents"); and

WHEREAS, on August 26, 2015, Lender erroneously executed that certain Release of Mortgage and Assignment of Rents and same was recorded on September 3, 2015 in the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20150903000308170 (the "Release"); and

WHEREAS, the Mortgage, the Assignment of Rents and the indebtedness secured by the Mortgage and Assignment of Rents has not been so satisfied in full; and

WHEREAS, Borrower and the Lender wish to evidence the continued validity of the Mortgage and Assignment of Rents.

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

1. Lender represents that it did not intend to execute and file the Release and that the same was executed and filed as a result of a clerical error.
2. Borrower and Lender represent and warrant that the indebtedness secured by the Mortgage and Assignment of Rents has not been satisfied in full.
3. Borrower and Lender hereby reaffirm and acknowledge the continuing validity of the Mortgage and Assignment of Rents as of the original date thereof, and as of the effective date thereof, as if said Release had not been executed and filed of record.
4. Except as set forth herein, the Mortgage, the Assignment of Rents and the indebtedness secured thereby shall not be amended or modified hereby and shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, Borrower and Lender have hereunto caused this instrument to be executed as of the date first written above.

Lender:

SERVISFIRST BANK

By: 

Clark Zinsmeister, Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Lulu C Moore, a Notary Public in and for said County in said State, do hereby certify that Clark Zinsmeister, whose name as Vice President of ServisFirst Bank 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, as such officer, and with full authority, executed the same voluntarily for and as the act of said bank on the day the same bears date.

Given under my hand and official seal this 2 day of October, 2015.

Lulu C Moore
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Borrower:

CHESSER RESERVE, LLC

By: 

William L. Thornton, III, Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Lulu C Moore, a Notary Public in and for said County in said State, do hereby certify that William L. Thornton, III, whose name as Manager of Chesser Reserve, 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, as such officer, and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this 2 day of October, 2015.

Lulu C Moore
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2016
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