

Prepared By and Return to:  
John G. McCullough  
McCullough Payne & Haan, LLC  
171 17<sup>th</sup> Street, NW, Suite 975  
Atlanta, Georgia 30363-1032

Cross Index to:  
Mortgage Recorded December 5, 2006  
as Instrument Number 20061205000587670,  
Shelby County Judge of Probate, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

  
20160204000036150 1/3 \$2090.50  
Shelby Cnty Judge of Probate, AL  
02/04/2016 09:41:40 AM FILED/CERT

### **THIRD MODIFICATION OF MORTGAGE AGREEMENT**

This Third Modification Agreement ("Agreement") is made as of the 28th day of January, 2016, by and between **ALLY BANK**, a Utah corporation (formerly GMAC Bank) (Ally Capital in Hawaii, Mississippi, Montana and New Jersey) and **SUSAN S. SCHEIN** ("Borrower").

WHEREAS, GMAC, an entity organized under the laws of Delaware, loaned to Borrower certain monies evidenced by a Promissory Note (the "Note") dated November 30, 2006, in the original principal amount of \$1,857,592.78, which Note was secured by, among other things, that certain Restated and Amended Mortgage, Assignment of Leases of Rents, Security Agreement and Financing Statement, dated November 30, 2006, recorded as Instrument Number 20061205000587670 on December 5, 2006, in the Office of Probate, Shelby County, Alabama (the "Mortgage"); and

WHEREAS, by virtue of that certain Assignment of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixtures Filings dated November 30, 2006, recorded as Instrument Number 20061208000596480 on December 8, 2006 in the Office of Probate, Shelby County, Alabama, and other loan documents, the Mortgage was assigned by GMAC to GMAC Bank, predecessor in interest to Ally Bank; and

WHEREAS, GMAC Bank and Borrower did enter into that certain Modification Agreement dated November 30, 2006, recorded as Instrument Number 20061208000596490 on December 8, 2006, in the aforesaid records, amending the Note and Mortgage on certain terms and conditions; and

WHEREAS, Ally Bank (formerly GMAC Bank) and Borrower did enter into that certain Second Modification of Mortgage dated November 15, 2011, recorded as Instrument 20111229000396270 on December 29, 2011, in the aforesaid records, further amending the Mortgage and securing a Commercial Real Estate Loan and Security Agreement (the "2011 Loan Agreement") replacing the Note on certain terms and conditions; and

WHEREAS, there is presently a balance of \$1,369,490.05 outstanding on the Loan Agreement; and

WHEREAS, Ally Bank and Borrower have concurrent herewith entered into that certain Commercial Real Estate Loan and Security Agreement and Promissory Note (the "2016 Loan Agreement") modifying the terms of and replacing the 2011 Loan Agreement to provide for an advancement of \$9,464.35 and pursuant to which the parties wish to further modify the terms of the Mortgage in certain respects as provided for herein.

NOW THEREFORE, for good consideration, the receipt and sufficiency of which is hereby acknowledged, Ally Bank and Borrower agree as follows:

1. The Mortgage shall be and hereby is modified to provide that it is now made and intended to secure the payment of the principal outstanding balance of ONE MILLION THREE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED FIFTY FOUR and 40/100 Dollars (\$1,378,954.40), representing the current principal balance of \$1,369,490.05 plus the advancement of \$9,464.35, owing by Borrower to Ally Bank as evidenced by the 2016 Loan Agreement, in accordance with the terms thereof, maturing February 1, 2026, together with any and all other indebtedness now owing or which may be owing by Borrower to Ally Bank, however incurred, including advances by Ally Bank or any transfer of Ally Bank for the purpose of paying taxes or premiums on insurance on the Premises, and all renewal or renewals and extensions or extensions in modification or modifications of the Loan or other indebtedness, either in whole or in part.

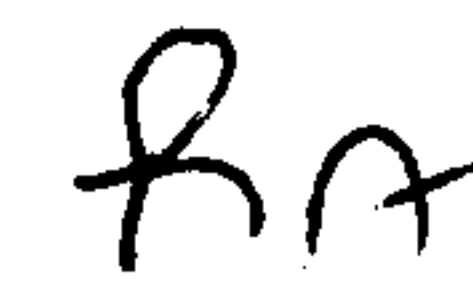
3. Except as expressly modified hereby, the Mortgage and all other collateral documents executed relative thereto, shall remain in full force and effect, Ally Bank and Borrower ratifying and affirming the same.

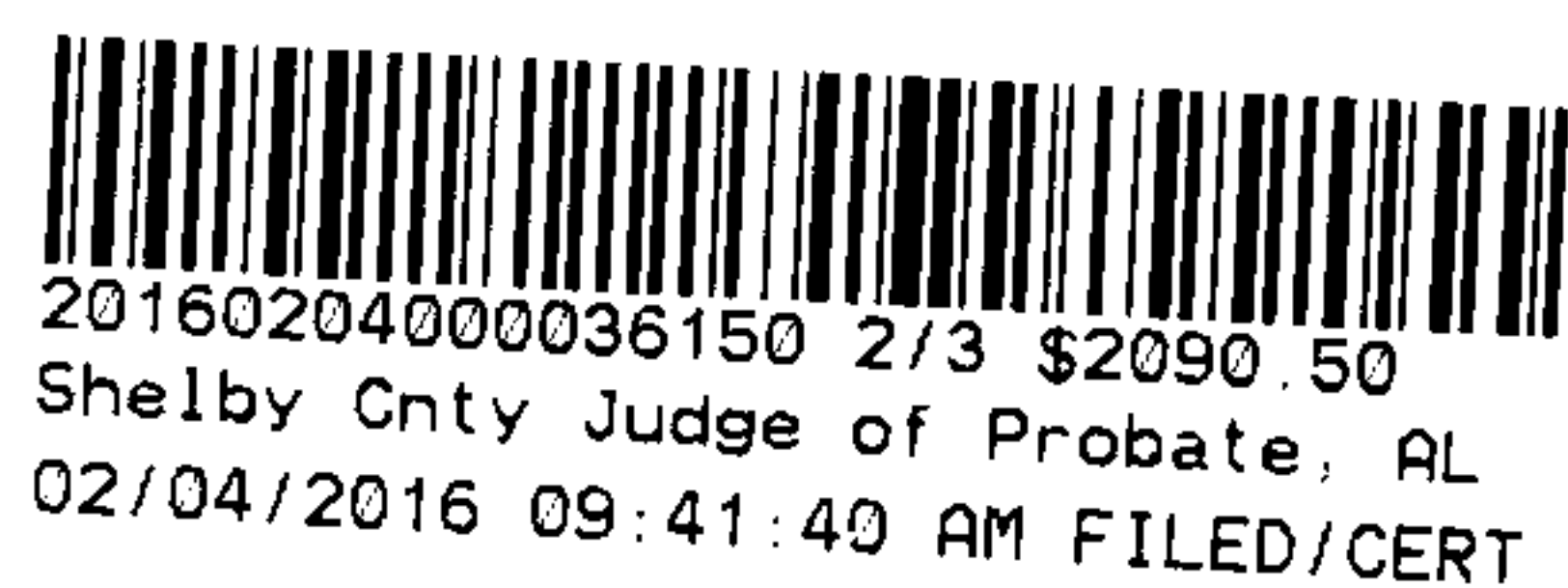
IN WITNESS WHEREOF, this Agreement has been duly executed and sealed by the parties as of the day and year first above written.

BORROWER:

 (SEAL)  
SUSAN S. SCHEIN

ALLY BANK

By:  (SEAL)  
Title: Assistant Secretary

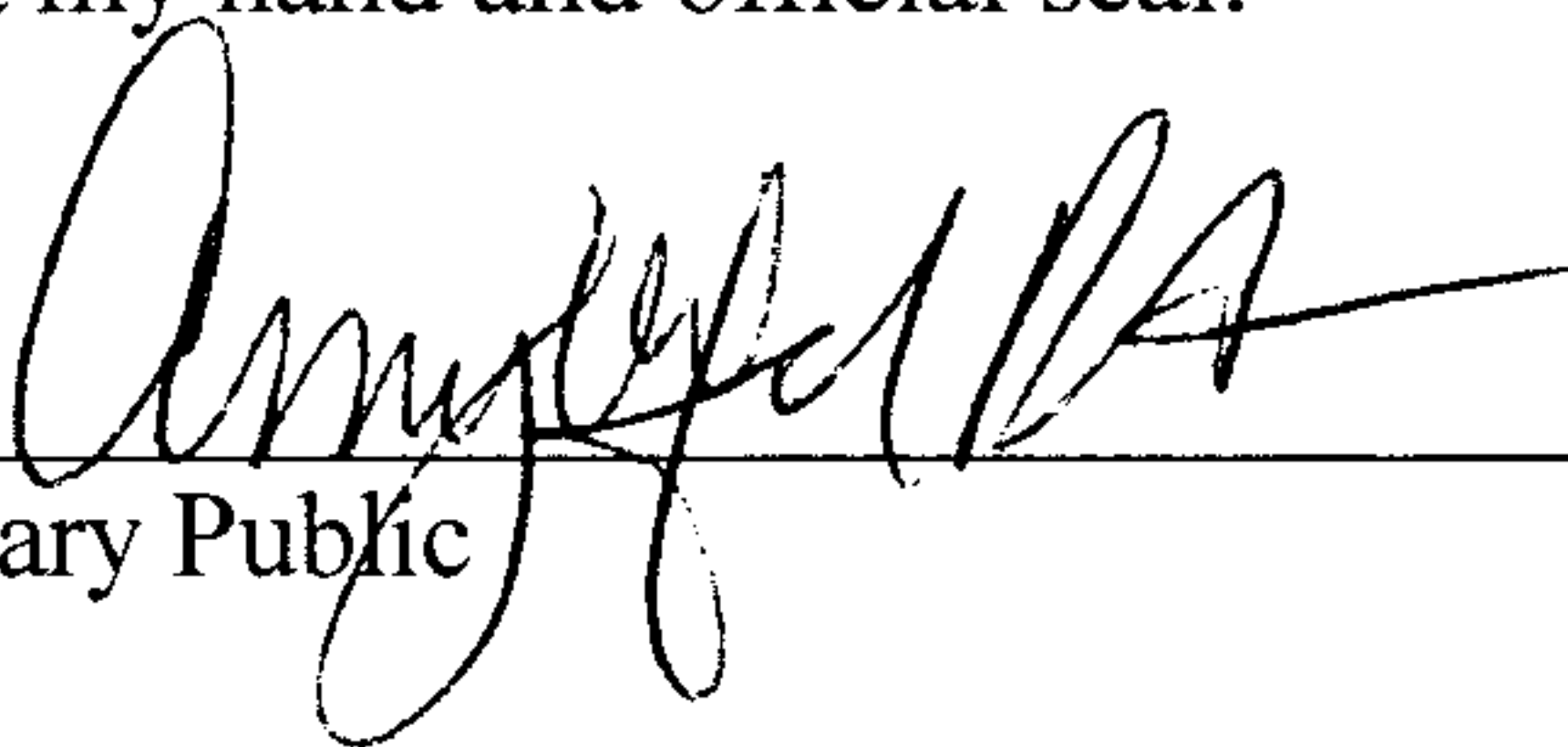


**ACKNOWLEDGEMENTS**

STATE OF ALABAMA  
COUNTY OF SHELBY

On this 28 day of January, 2016, before me a Notary Public in and for the above state and county, personally appeared Susan S. Schein, who acknowledged to be and that as such individual, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by herself as such.

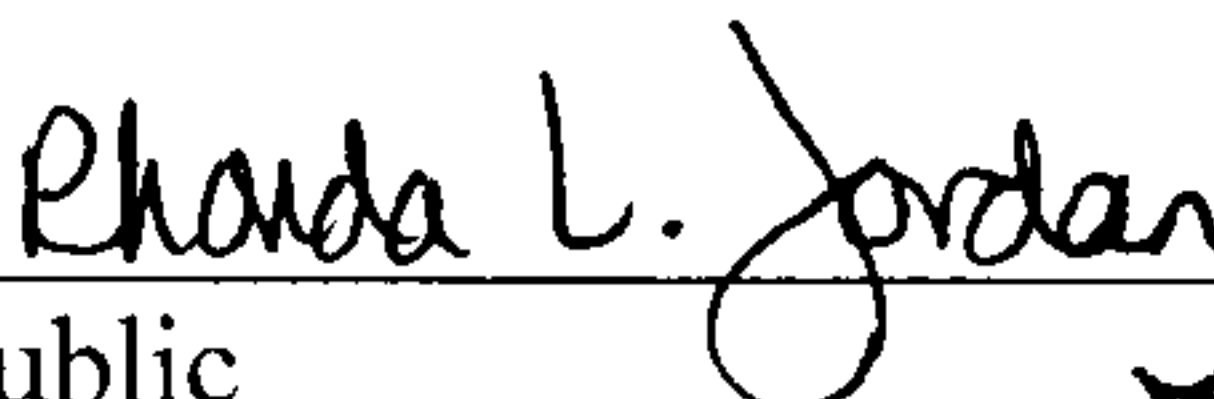
In Witness Whereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_[SEAL]  
Notary Public

STATE OF GEORGIA  
COUNTY OF GWINNETT

On this 28 day of January, 2016, before me a Notary Public in and for the above state and county, personally appeared Robert North, who acknowledged to be a Assistant Secretary of Ally Bank, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such.

In Witness Whereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_[SEAL]  
Notary Public

