

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~
Shelby

AMENDMENT TO MORTGAGE

THIS AMENDMENT amends that certain Mortgage (hereinafter "Mortgage") executed on the 27th day of June, 2007 by **OM Pelham, L.L.C.**, an Alabama limited liability company dba Comfort Suites (hereinafter "Borrower") in favor of **Birmingham City Wide Local Development Company** (hereinafter "BCW") and assigned to the **Small Business Administration** (hereinafter "SBA").

WHEREAS, the Mortgage is recorded as Instrument 20070720000340740 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a promissory note dated June 27, 2007 and executed by Borrower (the "Note") and all renewals and extensions thereof.

WHEREAS, the Assignment of Note and Security from BCW to SBA is recorded as Instrument 20070720000340760 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, upon the recordation of the Mortgage the mortgage tax was paid.

WHEREAS, the outstanding principal balance as of this date is \$1,345,594.20.

WHEREAS, Borrower is an existing Alabama limited liability company.

WHEREAS, Borrower requested SBA extend the maturity date of the Note to August 1, 2037 and SBA was agreeable to such extension, provided Borrower, among other things enters into this Amendment.

WHEREAS, the maturity date of the Note is being extended by execution of a Modification Agreement executed in connection with this Amendment.

NOW THEREFORE, in consideration of the terms and conditions contained in such Modification Agreement, and to induce the SBA enter such Modification Agreement, the Mortgage is hereby amended as follows:

- 1) The Mortgage hereby continues to secure the payment of the Note dated June 27, 2007 in the principal sum of \$1,345,594.20 as such Note was modified by in a Modification Agreement dated May 26, 2016, and which has a maturity date of August 1, 2037.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 26 day of May, 2016.

BORROWER:

OM PELHAM, LLC

By: N. S. M.
Print Name: Nilam Parikh
Title: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Nilam Parikh whose name as Manager of OM Pelham, LLC, 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, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 26 day of May, 2016.

Connie J. Lowe
NOTARY PUBLIC
My Commission Expires: 2-5-19

THIS INSTRUMENT PREPARED BY:

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ENGEL, HAIRSTON & JOHANSON, P.C.
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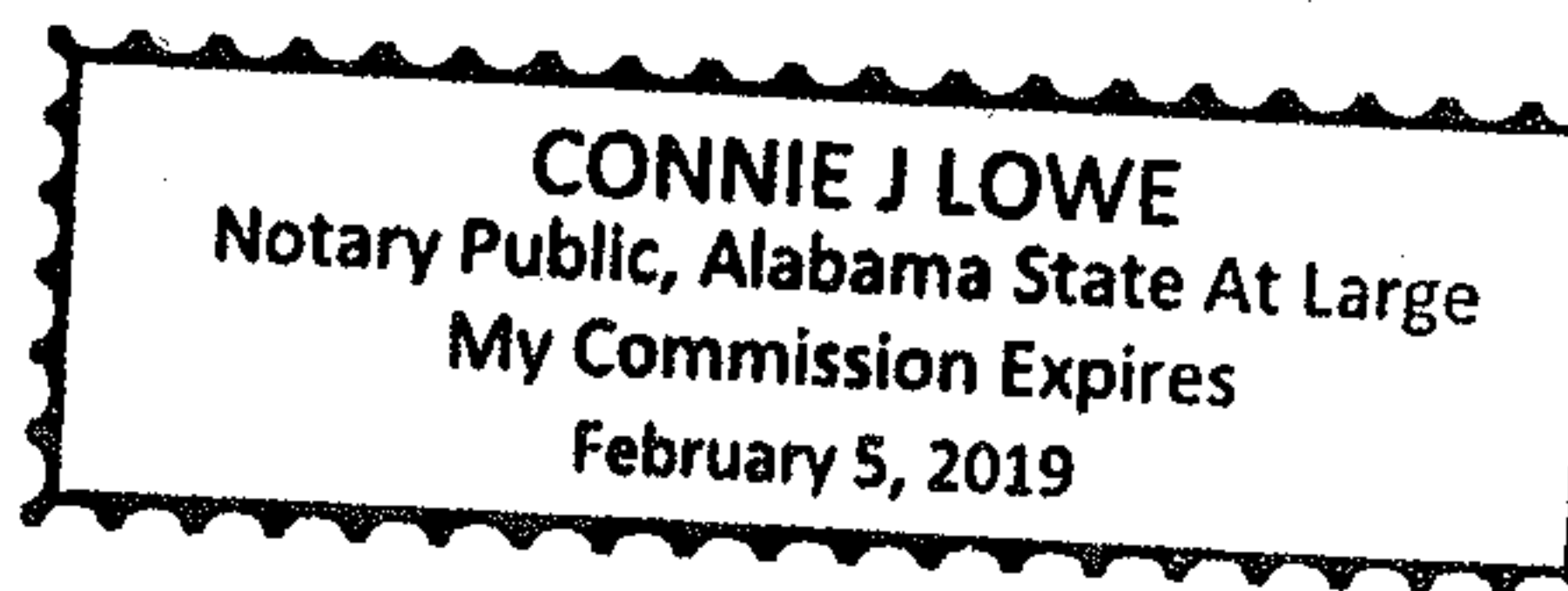
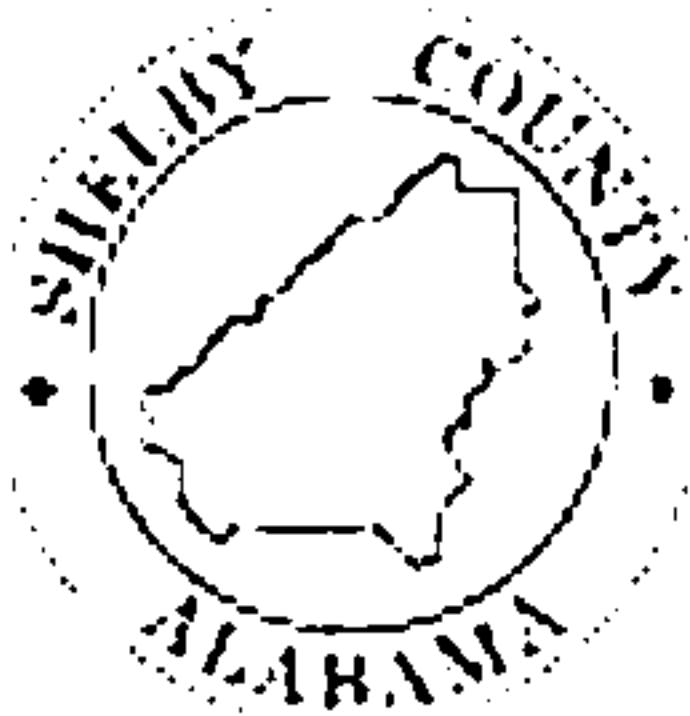


EXHIBIT "A"

LOT 2-A OF PELHAM Q SUBDIVISION, A RESUBDIVISION OF LOTS 1 AND 2 OF THE SURVEY OF SONNY'S BAR B-Q, RECORDED IN MAP BOOK 35, PAGE 109, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE BENEFICIAL RIGHTS AS TO REAL ESTATE AS OBTAINED IN THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN PELHAM S.P., LLC, AN ALABAMA LIMITED LIABILITY COMPANY AND PELHAM Q, L.L.C., AN ALABAMA LIMITED LIABILITY COMPANY, AS RECORDED IN INSTRUMENT #2005091500048108 AND AMENDED IN INSTRUMENT #20051101000567560.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/07/2016 12:32:49 PM
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20160607000195900

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.