

*This Amendment was prepared by
and when recorded, return to:*

Michael A. Nemeroff, Esq. (CWM)
Vedder Price P.C.
222 North LaSalle Street, Ste. 2600
Chicago, IL 60601-1003

20161003000361820
10/03/2016 04:01:28 PM
MORTAMEN 1/7

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

**AMENDMENT NO. 1 TO MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES**

This AMENDMENT NO. 1 TO MORTGAGE, SECURITY AGREEMENT and ASSIGNMENT OF RENTS AND LEASES (this "**Amendment**") is signed on September 7, 2016 and made effective as of April 7, 2016, by **ALABASTER PARTNERS, LLC**, a Georgia limited liability company ("**Mortgagor**") and **THE PRIVATEBANK AND TRUST COMPANY** (together with its successors and assigns referred to as "**Lender**").

RECITALS

A. Mortgagor executed that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated April 7, 2011 and recorded in the Office of the Judge of Probate for Shelby County Alabama on April 8, 2011 as Document No. 20110408000110040 (the "**Mortgage**"), to secure the obligations and indebtedness set forth in that certain Loan Agreement, dated as of April 7, 2011 (as the same has been amended and modified from time to time and as the same may be further amended, modified, supplemented or restated from time to time collectively hereinafter referred to as the "**Loan Agreement**"), executed by and among Mortgagor and certain of its affiliates (collectively, "**Borrower**") and Lender. The terms and provisions of the Loan Agreement are hereby incorporated by reference in this Amendment. Capitalized terms used but not defined herein shall have the meaning provided in the Loan Agreement.

B. Borrower and Lender have entered into that certain First Amendment to Loan Agreement, First Amendment to Forbearance Agreement and Limited Waiver, dated as of even date herewith, ("**Amendment to Loan Agreement**") whereby the Borrower and Lender have agreed to extend the Maturity Date of the loan contemplated under the Loan Agreement to October 31, 2016.

C. Mortgagor and Lender intend that the Mortgage be amended to incorporate the terms and conditions of the Amendment to Loan Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. Amendment of the Mortgage. The Mortgage is hereby amended as follows:

(a) The definition of "Loan Agreement" set forth in the first recital of the Mortgage is hereby amended to add the Amendment to Loan Agreement.

(b) Recital A of the Mortgage and Assignment are hereby deleted in their entirety and replaced as follows:

A. Pursuant to the terms and conditions of a Loan Agreement of even date herewith (as the same may be amended, restated, replaced or otherwise modified from time to time, the "**Loan Agreement**") by and between the Mortgagor, Merion Nursing, LLC, a Georgia limited liability company (together with the Mortgager collectively, the "**Borrower**"), and the Lender, the Lender has agreed to make a loan to the Borrower in the original principal amount of ELEVEN MILLION SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$11,650,000.00) (the "**Loan**"). The Loan shall be evidenced by that certain Promissory Note of even date herewith (the "**Note**") made by the Borrower payable to the Lender in the original principal amount of ELEVEN MILLION SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$11,650,000.00). The Note will bear interest at interest rates as set forth in Section 3.2 of the Loan Agreement. The Note is due on October 31, 2016 (the "**Maturity Date**"), except as may be accelerated pursuant to the terms hereof, of the Note or the Loan Agreement or any of the other "**Loan Documents**" (as defined in the Loan Agreement). All capitalized terms used and not otherwise defined in this Mortgage shall have the same meanings as in the Loan Agreement."

3. Covenants. Mortgagor hereby covenants and affirms that:

(a) The Mortgage and Assignment, as amended hereby, shall remain in full force and effect and Mortgagor hereby ratifies and affirms its obligations thereunder.


(b) As of the date hereof, no third party has an interest in the real estate described in the Mortgage which is on a parity with or superior to the interest of Lender.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Amendment No. 1 to Mortgage

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Mortgage as of the day and year first above written.

ALABASTER PARTNERS, LLC, a Georgia
limited liability company

By: 
Christopher F. Brogdon
Manager

ACKNOWLEDGMENT

STATE OF GEORGIA)
) SS
COUNTY OF COBB)

I, Courtney Ringlin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher F. Brogdon, as Manager, personally came before me this day and acknowledged that he holds the above title as a Manager of ALABASTER PARTNERS, LLC, a Georgia limited liability company, and that by authority given and as the act of the company, the foregoing instrument was signed in its name by such individual.

Witness my hand and notarial seal, this 7th day of September, 2016.


Notary Public

My Commission Expires:

Jan 15, 2017

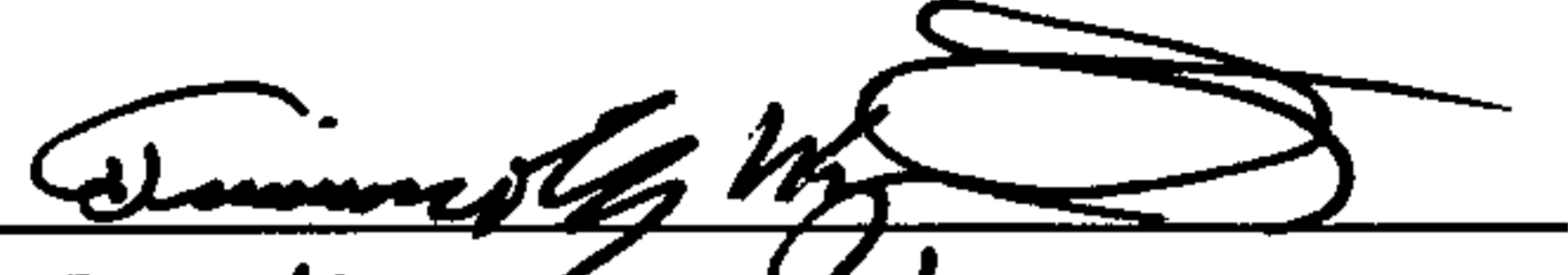


Signature Page to Amendment No. 1 to Mortgage

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Mortgage as of the day and year first above written.

LENDER

**THE PRIVATEBANK AND TRUST
COMPANY**, an Illinois banking corporation


By: 
Print: Timothy Wurpts
Its: Associate Managing Director

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Eugenia Rodriguez-Spina, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Timothy Wurpts, as _____, personally came before me this day and acknowledged that he holds the above title as an Associate Managing Director of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation, and that by authority given and as the act of the company, the foregoing instrument was signed in its name by such individual.

Witness my hand and notarial seal, this 7th day of September 2016.


Notary Public

My Commission Expires:

5/28/19

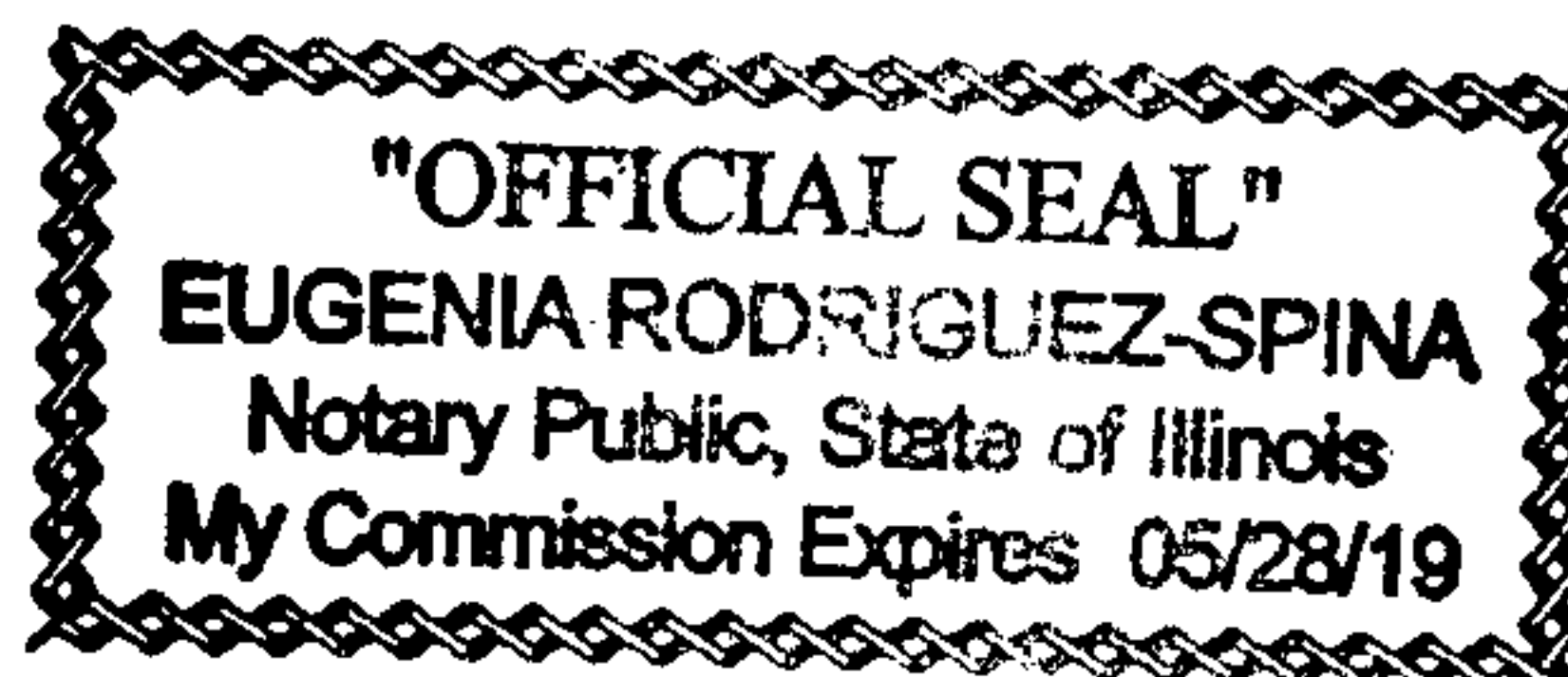


EXHIBIT "A"

LEGAL DESCRIPTION

Commence at the Southeast corner of the West one-half of the Southeast one-fourth of the Northwest one-fourth of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama; thence proceed North 03°27' 31" East along the East boundary of the West one-half of said quarter-quarter section for a distance of 342.79 feet to a 1" open top pipe in place, said point being the point of beginning. From this beginning point continue North 03° 27' 31" East along the West one-half of said quarter-quarter section for a distance of 821.47 feet to a 1" rebar in place; thence proceed South 89° 24' 28" West for a distance of 593.07 feet to a 1/2" rebar in place being located on the Easterly right-of-way of Shelby County Highway No. 95; thence proceed South 01° 17' 42" East along the Easterly right-of-way of said road for a distance of 484.46 feet to the P. C. of a concave curve right having a delta angle of 02° 07' 57" and a radius of 7679.28 feet; thence proceed Southeasterly along the Easterly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 00° 10' 25" East, 285.79 feet to a 1/2" rebar in place; thence proceed South 85° 17' 56" East for a distance of 533.45 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth of Section 35 Township 20 South, Range 3 West, Shelby County.

Commonly known as: 850 9th Street N.W., Alabaster, Alabama

Property Tax Identification Number: 13-7-35-2-001-006.000

STATE OF ALABAMA 6/7 § A proceeding authorized by
§40-22-2, Code of Alabama 1975

MONTGOMERY COUNTY §

BEFORE THE ALABAMA DEPARTMENT OF REVENUE:

Comes Petitioner, THE PRIVATEBANK AND TRUST COMPANY, and asks the Alabama Department of Revenue to fix and determine the amount of recording tax due, pursuant to §40-22-2, Code of Alabama 1975, upon the recordation of an Amendment to Mortgage, to be filed in the principal amount of \$11,650,000.00 from Alabaster Partners, LLC to Petitioner. The Amendment to Mortgage encompasses property located within and without the State of Alabama and encompasses property in Shelby County, Alabama.

Upon consideration of the Petition and evidence offered in its support, the Alabama Department of Revenue finds as follows:

1. That the maximum indebtedness owed pursuant to the Note, and secured by the mortgage is \$11,650,000.00.
2. That the Petitioner desires to pay recording tax on the maximum indebtedness, allocable to the secured assets which are located in the State of Alabama.
3. That the total value of all property covered by the mortgage, both within and without the State of Alabama is \$21,500,000.00.
4. That the total value of all property located within the State of Alabama, and covered by the mortgage is \$8,500,000.00.
5. That the amount of indebtedness which is allocable to Alabama, and upon which the recording tax is due, is \$4,605,245.00 (\$4,605,300.00).

6. That the amount of recording tax to be paid, at the rate of \$.15 for each \$100 of indebtedness, or fraction thereof, which is attributable to the property located within the State of Alabama, is \$6,907.95.

7. That the Amendment is to be recorded in Shelby County, Alabama, and in other states outside Alabama.

IT IS ORDERED, THEREFORE, that the Probate Judge of Shelby County, Alabama, shall collect recording tax in the amount of \$6,907.95, and, pursuant to §40-22-2, Code of Alabama 1975, after deducting the probate judge's 5% commission, shall make distribution of such tax to the State of Alabama. The Probate Judge of Shelby County, Alabama also is entitled to collect any applicable recording fees.

DONE this 21st day of September, 2016.

ALABAMA DEPARTMENT OF REVENUE

By: Joe Garrett Jr
Deputy Commissioner of Revenue

ATTEST:

Michael D. Hall
As Secretary

Kathryn E. Jehle
Legal Division: Kathryn E. Jehle



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/03/2016 04:01:28 PM
\$6940.95 CHERRY
20161003000361820

James W. Fuhrmeister