


PREPARED BY:
David Stewart, Esq.
Mayer Brown LLP
1221 Avenue of the Americas
New York, NY 10020-1001


20171116000414540 1/5 \$28.00
Shelby Cnty Judge of Probate, AL
11/16/2017 09:38:49 AM FILED/CERT

AFTER RECORDING RETURN TO:
Westcor Land Title Insurance Company
600 W Germantown Pike, Ste. 450
Plymouth Meeting, PA 19462
Attn: AM-RES-2017-1

Note to Clerk: Cross-reference to: Instrument No. 20170511000164640, Shelby County, Alabama records;

AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing (this "Amendment") is entered into as of November 13, 2017 by and between HOME SFR BORROWER II, LLC, a Delaware limited liability company, as mortgagor, having an address at c/o Altisource Residential Corporation, 36C Strand Street, Christiansted, USVI 00820 ("Mortgagor"), and AMHERST SFR LENDER, LLC, a Delaware limited liability company, in its capacity as Agent (as defined in the Loan Agreement (as hereinafter defined)), for the benefit of the Lender (as defined in the Loan Agreement (defined below)) having an address at 5001 Plaza on the Lake, Austin, Texas 78746, Attention: General Counsel – Single Family Equity (in such capacity, together with its successors and/or assigns, "Mortgagee").

RECITALS

A. Mortgagor, Lender and the Mortgagee entered into that certain Loan Agreement dated as of March 30, 2017 (the "Original Loan Agreement") pursuant to which the Lender provided financing to the Borrower in the aggregate amount of \$79,878,931.31;

B. To secure the Obligations (as defined under the Original Loan Agreement) under the Original Loan Agreement, the Mortgagor executed and delivered a Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing of even date with the Original Loan Agreement (the "Original Mortgage" and as amended herein and as it may from time to time be further amended, restated, replaced, supplemented or otherwise modified from time to time, "Mortgage") to Mortgagee. The Original Mortgage was recorded in the real property records of Shelby County, Alabama, as Instrument No. 20170511000164640 and appropriate mortgage tax was paid thereon. The Original Mortgage encumbers certain real property situated in such County and State and is legally described in Exhibit A hereto;

C. Contemporaneously herewith, the Original Loan Agreement is being amended and restated by that certain Amended and Restated Loan Agreement dated as of the date hereof (the Original Loan Agreement, as so amended and, and as it may from time to time be further

amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"). Any capitalized term used in this Amendment that is not otherwise defined herein, either directly or by reference to another document, shall have the meaning for purposes of this Amendment as it is given in the Loan Agreement.

D. Mortgagor and Mortgagee now desire to amend the Original Mortgage as described herein and ratify and confirm the Original Mortgage and all liens, security interests, rights, titles, assignments and other interests described therein.

AGREEMENT

NOW THEREFORE, for and in consideration of the recitals set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees with Mortgagee, as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and accurate.

2. Amendment of Mortgage Provisions.

(a) Defined Terms. All defined terms in the Mortgage that are defined by reference to the Original Loan Agreement shall be defined by and deemed to refer to the Loan Agreement.

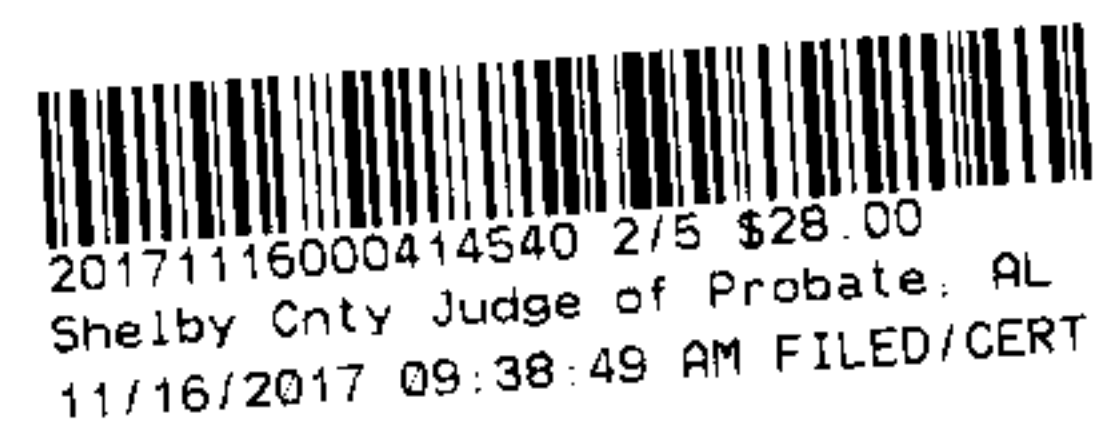
(b) Maximum Principal Amount of Indebtedness. The amount of indebtedness secured by the Mortgage referenced on the legend on the first page of the Mortgage and Section 15.03 of the Mortgage has not changed and remains \$811,000.00, for which appropriate mortgage tax was previously paid thereon.

(c) References. All references in the Mortgage to the Original Loan Agreement or any predecessor thereof shall be deemed references to the Loan Agreement. All references to the principal amount of the Loan are hereby amended and revised to reflect an amount of \$83,270,018.02, as such amount may be further amended or otherwise modified from time to time pursuant to the Loan Agreement.

3. Continuing Indebtedness. Nothing contained in this Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the grant or conveyance of the Property to Mortgagee.

4. Reaffirmation. The Mortgagor hereby repeats, reaffirms and remakes all representations, warranties, covenants and agreements contained in the Original Mortgage as of the date of this Amendment.

5. Full Force and Effect. All of the provisions, rights, powers and remedies contained in the Original Mortgage shall stand and remain unchanged and in full force and effect, except to the extent specifically amended hereby. Further, nothing in this Amendment is intended to waive any rights or remedies of Mortgagee or Lender under the Loan Documents, or any defaults of Mortgagor under the Mortgage.



6. References. No reference to this Amendment need be made in any instrument or document at any time referring to the Original Mortgage, and any reference in any such instrument or document to the Original Mortgage shall be deemed to be a reference to the Mortgage.

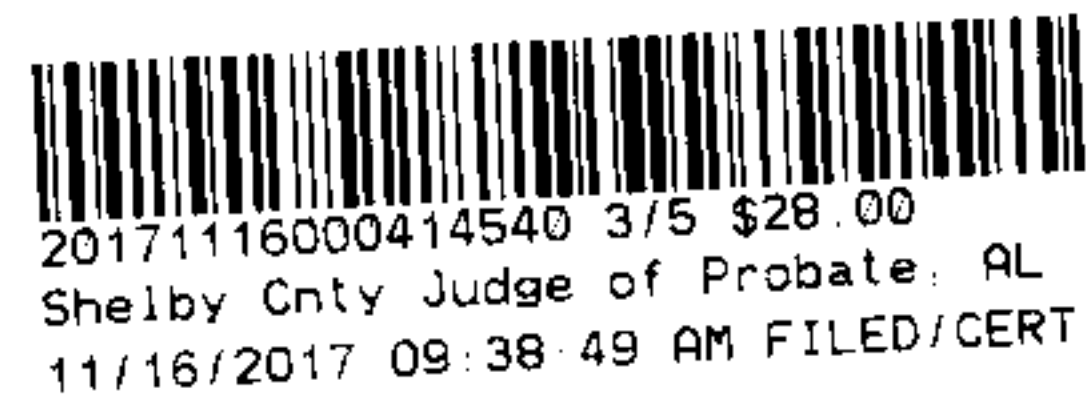
7. Governing Law. This Amendment shall be construed in accordance with and governed by the internal laws of the state where the Land is located.

8. Time of the Essence. Time is of the essence with respect to the payment and performance of all obligations to be performed under the Mortgage.

9. Successors and Assigns. The Mortgage binds the Mortgagor and its successors, assigns, heirs, administrators, executors, agents and representatives and inures to the benefit of Mortgagee and its respective successors, assigns, heirs, administrators, executors, agents and representatives.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

11. Amendments. No provision of this Amendment may be modified, amended or waived except by a writing executed by the party sought to be bound thereby. No consent or approval of the Mortgagee shall be given or deemed to have been given except to the extent expressly set out in a writing executed and delivered by the Mortgagee to the Mortgagor




IN WITNESS WHEREOF, this Amendment has been duly executed effective as of the date first written above.

MORTGAGOR:

HOME SFR BORROWER II, LLC,

a Delaware limited liability company

By: 

Name: Stephen H. Gray

Title: Vice President

ACKNOWLEDGMENT

STATE OF Georgia)

Fulton COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Stephen H. Gray, whose name as Vice President of Home SFR Borrower II, LLC, a Delaware 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 such instrument, he/she, in his or her capacity as such Vice President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 7th day of Nov, 2017

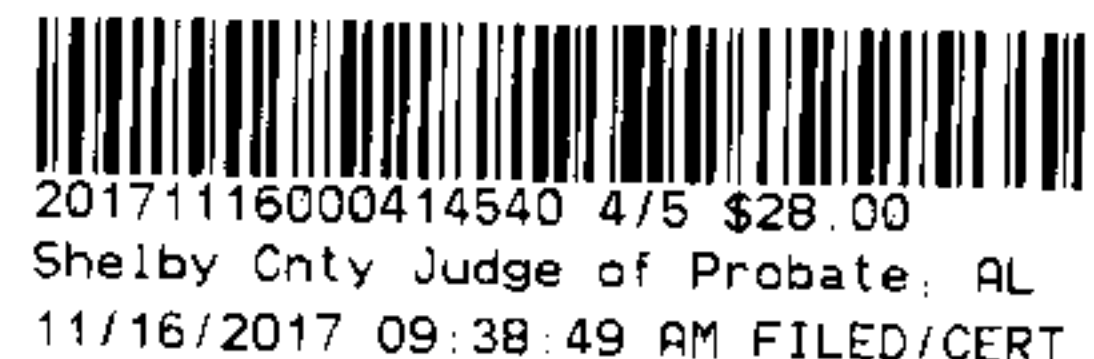

Notary Public

[NOTARIAL SEAL]

My Commission Expires: 3/16/19



[signatures continued]



AMHERST SFR LENDER, LLC, a
Delaware limited liability company, as
Agent

By: *Joseph Gatti*
Name: Joseph Gatti
Title: Vice President and Secretary

ACKNOWLEDGMENT

STATE OF TEXAS)

TRAVIS COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joseph Gatti, whose name as Vice President and Secretary of Amherst SFR Lender, LLC, a Delaware 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 such instrument, he/she, in his or her capacity as such Vice President and Secretary and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 7 day of November, 2017

Ad Esquivel
Notary Public

[NOTARIAL SEAL]

My Commission Expires: January 7, 2019



Filed and Recorded



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the Judge,

Joseph Gatti