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12/21/2017 07:27:51 AM

MORTAMEN 1/10

NOTE TO PROBATE COURT: THIS AMENDMENT TO MORTGAGE, ASSIGNMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING IS BEING FILED TO AMEND THAT MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, DATED DECEMBER 22, 2006 AND RECORDED ON JANUARY 4, 2007 AS IN THE RECORDS MAINTAINED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, TO SECURE NEW INDEBTEDNESS OF THE MORTGAGOR TO THE MORTGAGEE IN THE AMOUNT OF \$557,032.00, ON WHICH MORTGAGE TAX IN THE AMOUNT OF \$835.55 IS BEING SUBMITTED HEREWITH.

-----RESERVED FOR USE BY CLERK OF COURT-----

PREPARED BY:

Reed Smith LLP
Three Logan Square
Suite 3100
Philadelphia, PA 19103
Attention: Stephen Lyons, Esq.

AFTER RECORDING RETURN TO:

First American Title Insurance Company
Attention: Kristin Brown
2425 E. Camelback Rd., Suite 300
Phoenix, AZ 85016

875147 AL 8
STATE OF ALABAMA)
)
COUNTY OF SHELBY)

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

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is dated as of the 22nd day of November, 2017, but made effective as of the 14th day of

Property # S01542
Shelby County, AL

December, 2017, between **SPIRIT MASTER FUNDING III, LLC**, a Delaware limited liability company (referred to herein as “**Mortgagor**”), whose address is c/o Spirit Realty Capital, 2727 N. Harwood Street, Suite 300, Dallas, Texas 75201, and **CITIBANK, N.A.**, whose address is 388 Greenwich Street, Floor 14, New York, New York 10013, Attention: Citibank Agency and Trust, in its capacity as collateral agent (referred to herein as the “**Mortgagee**”).

RECITALS:

WHEREAS, Mortgagor granted to Mortgagee a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of December 22, 2006, and recorded on January 4, 2007 in the records maintained in Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20070104000003470 (the “**Original Security Instrument**”) to partially secure certain promissory notes issued by the Mortgagor to the Mortgagee (collectively, the “**Existing Notes**”), the maturity date of the Existing Notes is unchanged;

WHEREAS, the Mortgagor has requested that the Mortgagee make an additional loan to the Issuers as evidenced by certain Promissory Notes to be issued by the Issuers, jointly and severally, prior to the recording of this Amendment, together with all renewals, amendments, extensions and modifications thereof (“**New Loan**”), with the maximum principal amount of the New Loan included as part of the indebtedness secured by the Original Security Instrument being \$557,032.00;

WHEREAS, the Mortgagee is willing to make the New Loan to the Issuers provided the Mortgagor, among other things, executes and delivers to the Mortgagee this Amendment; and

WHEREAS, the Original Security Instrument encumbers certain real property as more particularly described on **Exhibit A**, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby mutually acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. **Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined herein shall have their meaning as set forth in the Original Security Instrument. All references to the term “Mortgage” in the Original Security Instrument shall be deemed to refer to the Original Security Instrument as amended by this Amendment.

2. **Amendment to Security Instrument.** The Original Security Instrument secured the indebtedness evidenced by the Existing Loans. The Original Security Instrument limited the Mortgagee’s recovery thereunder to \$1,680,000.00. The Original Security Instrument is hereby amended to include and add as part of the indebtedness secured by the Original Security Instrument, the amount of the New Loan with the maximum principal amount being increased by \$557,032.00, notwithstanding anything to the contrary contained in the Original Security Instrument.

3. No Offsets, Counterclaims or Defenses. Mortgagor and Mortgagee represent, warrant and covenant that, as of the date hereof, there are, to their knowledge, no offsets, counterclaims or defenses against the debt, this Amendment, the Original Security Instrument or the obligations secured by the Original Security Instrument, as amended by this Amendment, and that each (and their undersigned representatives, if any) has the full power, authority and legal right to execute this Amendment and to keep and observe all of the terms of this Amendment on their respective parts to be observed or performed, and that the Original Security Instrument, this Amendment and the documents executed by Mortgagor evidencing the obligations secured by the Original Security Instrument, as amended by this Amendment, constitute valid and binding obligations.

4. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective successors and assigns

5. Counterparts, Facsimile. Signatures to this Amendment transmitted by facsimile transmission or by electronic mail in "portable document format" (".pdf") form will have the same effect as physical delivery of the paper document bearing the original signature. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

6. Full Force and Effect. Except as expressly amended by this Amendment, the Original Security Instrument shall remain in full force and effect in accordance with its terms. This Amendment shall be governed by the law of the state where the property described on Exhibit A is located. By execution of this Amendment, Mortgagor hereby acknowledges and agrees that there has been no cancellation, novation or extinguishment of any indebtedness secured by the Original security Instrument as amended by this Amendment.

7. Conflict. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Original Security Instrument, the terms and provisions of this Amendment shall govern and control.

END OF TEXT. SIGNATURES APPEAR ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument as of the day and year first above written.

SPIRIT MASTER FUNDING III, LLC,
a Delaware limited liability company

By: Spirit SPE Manager, LLC, a Delaware
limited liability company,
its manager

By: *Boyd Messmann*

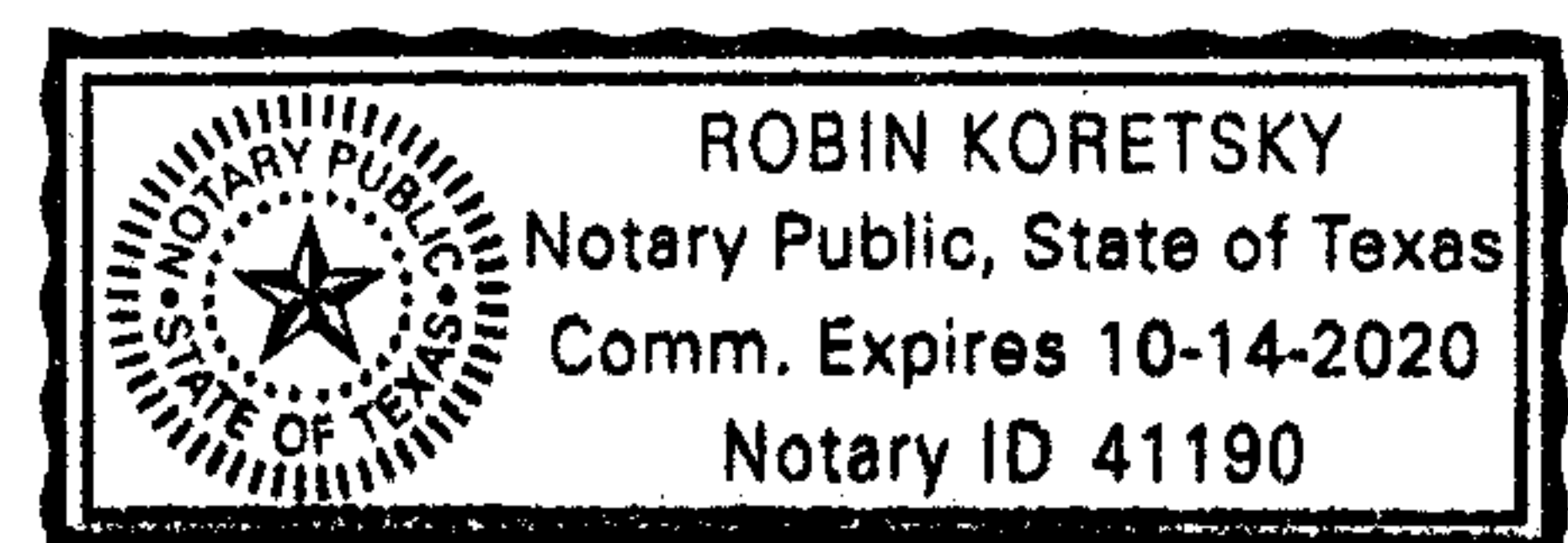
Name: Boyd Messmann

Title: Executive Vice President

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 22 day of November, 2017, by Boyd Messmann, as Executive Vice President of Spirit SPE Manager, LLC, a Delaware limited liability company, as manager of Spirit Master Funding III, LLC, a Delaware limited liability company, on behalf of Spirit Master Funding III, LLC and in the capacities therein stated.

Robin Koretsky
Notary Public in and for the State of Texas
Name: *Robin Koretsky*
My Commission Expires: *10-14-2020*



[signatures continued on next page]

CITIBANK, N.A., in its capacity as Collateral Agent

By: Spirit Realty, L.P., a Delaware limited partnership, pursuant to that certain Limited Power of Attorney from Citibank, N.A. attached hereto as Exhibit B

By: Spirit General OP Holdings, LLC, general partner

By: Boyd Messmann

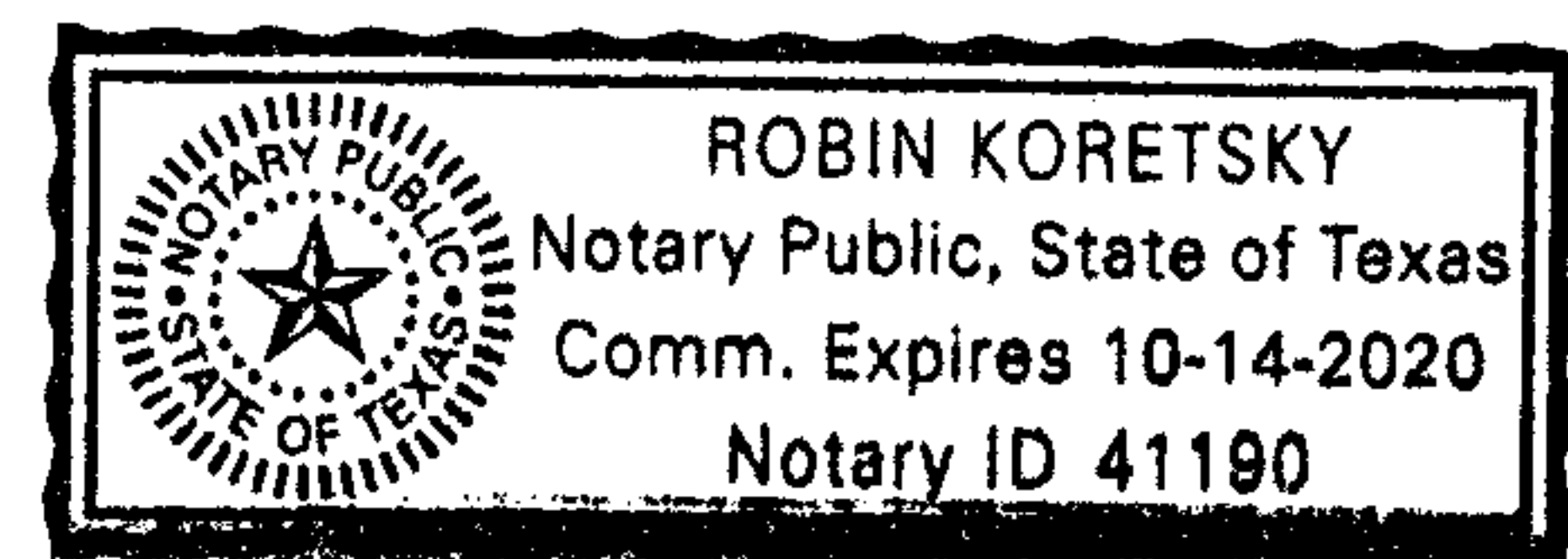
Name: Boyd Messmann

Title: Executive Vice President

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 22 day of November, 2017, by Boyd Messmann, as Executive Vice President of Spirit General OP Holdings, LLC, the general partner of Spirit Realty, L.P., a Delaware limited partnership, as attorney-in-fact on behalf of CITIBANK, N.A. and in the capacities therein stated.

Robin Koretsky
Notary Public in and for the State of Texas
Name: Robin Koretsky
My Commission Expires: 10-14-2020



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 3:

(Store No. 10 - 136 First St. North - 06-49533)

Lots 3, 4, 5, 6, 7 and the South half of Lot 8, Block 2, according to Nickerson-Scott Survey as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

Power of Attorney

See Attached

**LIMITED POWER OF ATTORNEY
FROM INDENTURE TRUSTEE**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to that certain Second Amended and Restated Property Management and Servicing Agreement, dated as of May 20, 2014 (as amended, the “**Property Management Agreement**”), among Spirit Master Funding, LLC, Spirit Master Funding II, LLC, Spirit Master Funding III, LLC, Spirit Master Funding VI, LLC, Spirit Master Funding VIII, LLC and any other joining party issuer, each as an issuer (each, an “**Issuer**”), Spirit Realty, L.P., as property manager and special servicer (the “**Special Servicer**”) and Midland Loan Services, a division of PNC Bank, National Association, as back-up manager (the “**Back-Up Manager**”), the Special Servicer administers and services certain “Mortgaged Properties” and “Leases” as such terms are defined in the Agreement, in accordance with the terms of the Agreement and such Leases; and,

WHEREAS, pursuant to the terms of the Agreement, Spirit Realty is granted certain powers, responsibilities and authority in connection with its servicing and administration subject to the terms of the Agreement; and

WHEREAS, the undersigned (hereafter, the “**Grantor**”) as Indenture Trustee under the Agreement and that certain Master Indenture dated as of May 20, 2014 between the Issuers and Grantor (as amended, the “**Indenture**”) and Collateral Agent under that certain Second Amended and Restated Collateral Agency Agreement dated as of May 20, 2014 (as amended, the “**CAA**”) has been requested by Spirit Realty pursuant to the Agreement to grant this Limited Power of Attorney to Spirit Realty to enable it to execute and deliver, on behalf of the Grantor in its capacity as Indenture Trustee and as Collateral Agent, certain documents and instruments related to the Mortgaged Properties and Leases, thereby empowering Spirit Realty to take such actions as it deems necessary to comply with its servicing, administrative and management duties under and in accordance with the Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The Grantor does make, constitute and appoint Spirit Realty, L.P., a Delaware limited partnership, its true and lawful agent and attorney in fact with respect to the Mortgaged Properties and Leases pledged to the Grantor pursuant to the Indenture and for which Grantor serves as Collateral Agent pursuant to the CAA, in its name, place and stead, to (A) prepare, execute and deliver: (i) any and all financing statements, continuation statements and other documents or instruments necessary to maintain the validity, enforceability, perfection and priority of the Grantor’s interest in any real property (collectively, the “**Mortgaged Property**”) and any Lease with respect to any Mortgaged Property; (ii) subject to the provisions of the Agreement, any and all modifications, waivers, consents, assumptions, amendments or subordinations with respect to a Lease or documents relating thereto; (iii) subject to the provisions of the Agreement, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and other comparable instruments with respect to any Mortgaged Property; and (iv) any and all instruments necessary or appropriate for the eviction of any Tenant under a Lease serviced by Spirit Realty and consistent with the authority granted by the Agreement; and (B) to take any and all actions on behalf of the Grantor in connection with maintaining and defending the enforceability of any such Lease obligation, including but not limited to the execution of any and all instruments necessary

or appropriate in defense of and for the collection and enforcement of said Lease obligation in accordance with the terms of the Agreement.

ARTICLE I

The enumeration of particular powers hereinabove is not intended in any way to limit the grant to the Special Servicer as the Grantor's attorney in fact of full power and authority with respect to the Leases and Mortgaged Properties to execute and deliver any such documents, instrument or other writing as fully, in all intents and purposes, as Grantor might or could do if personally present. The Grantor hereby ratifies and confirms whatsoever such attorney in fact shall and may do by virtue hereof, and the Grantor agrees and represents to those dealing with such attorney in fact that they may rely upon this power of attorney until termination of the power of attorney under the provisions of Article III below. As between the Grantor and the Special Servicer, the Special Servicer may not exercise any right, authority or power granted by this instrument in a manner that would violate the terms of the Agreement or the servicing standard imposed on the Special Servicer by the Agreement, but any and all third parties dealing with Special Servicer as the Grantor's attorney in fact may rely completely, unconditionally and conclusively on the Special Servicer's authority and need not make inquiry about whether the Special Servicer is acting pursuant to the Agreement or such standard. Any trustee, title company or other third party may rely upon a written statement by the Special Servicer that any particular lease or property in question is subject to and included under this power of attorney and the Agreement.

ARTICLE II

An act or thing lawfully done hereunder by the Special Servicer shall be binding on the Grantor and the Grantor's successor and assigns.

ARTICLE III

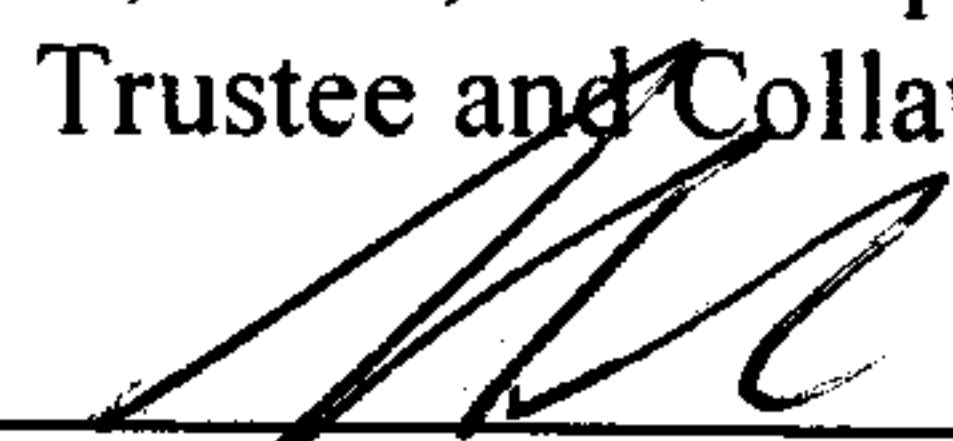
This power of attorney shall continue in full force and effect from the date hereof until the earlier of (a) one year from the date hereof or (b) the earliest occurrence of any of the following events, unless sooner revoked in writing by the Grantor:

- (i) the suspension or termination of this limited power of attorney by the Grantor;
- (ii) the transfer of the Special Servicer's servicing rights and obligations as the Special Servicer under the Agreement from the Special Servicer to another servicer;
- (iii) the appointment of a receiver or conservator with respect to the business of the Special Servicer;
- (iv) the filing of a voluntary or involuntary petition in bankruptcy by or against the Special Servicer; or
- (v) the occurrence of a Servicer Replacement Event.

Nothing herein shall be deemed to amend or modify the Agreement or the respective rights, duties or obligations of the Grantor or Spirit Realty thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its officer duly authorized as of the 17th day of November, 2017.

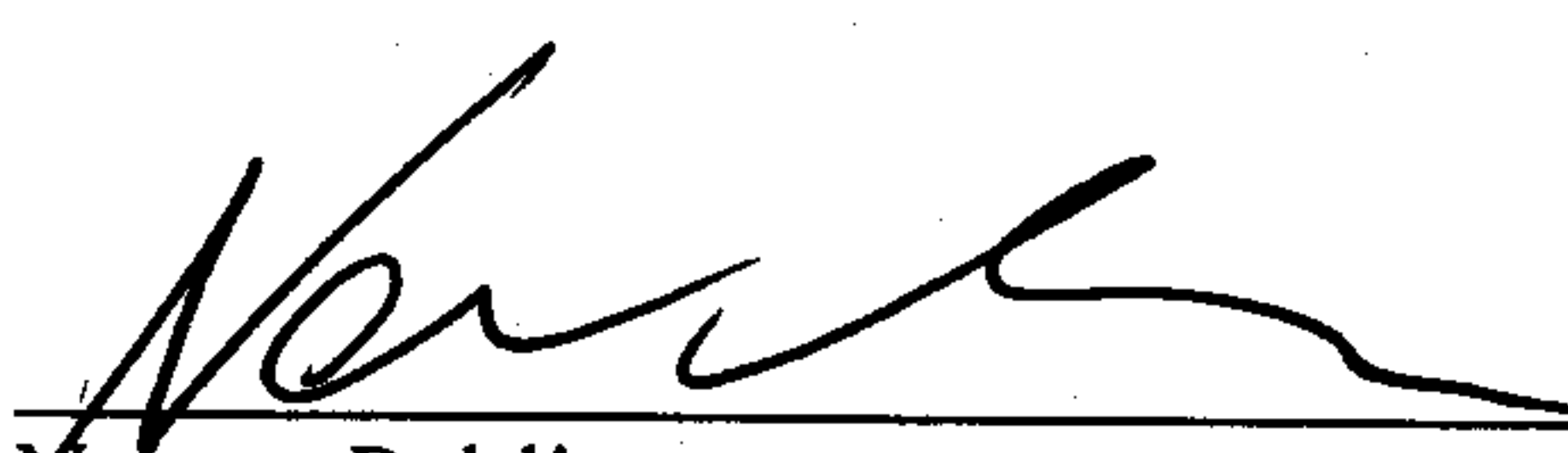
CITIBANK, N.A., in its capacity as
Indenture Trustee and Collateral Agent

By: 
Name: John Hannon
Title: Vice President

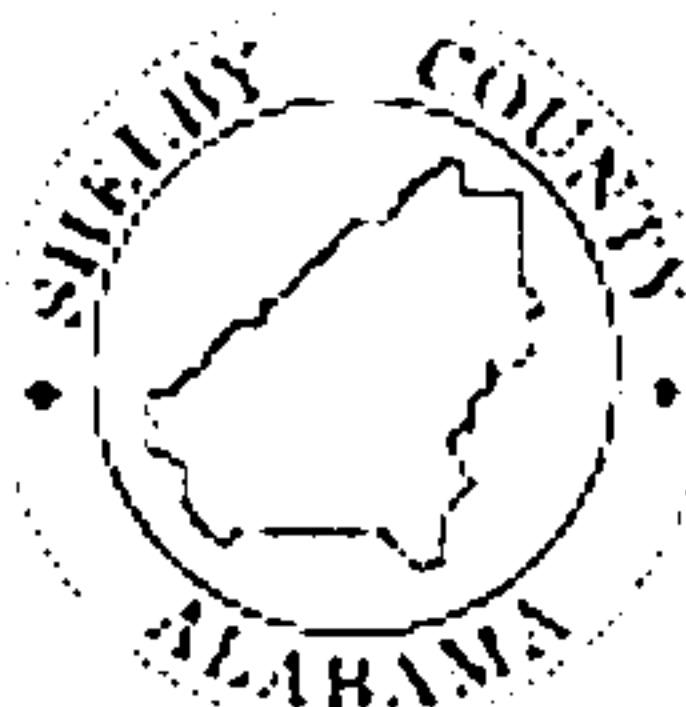
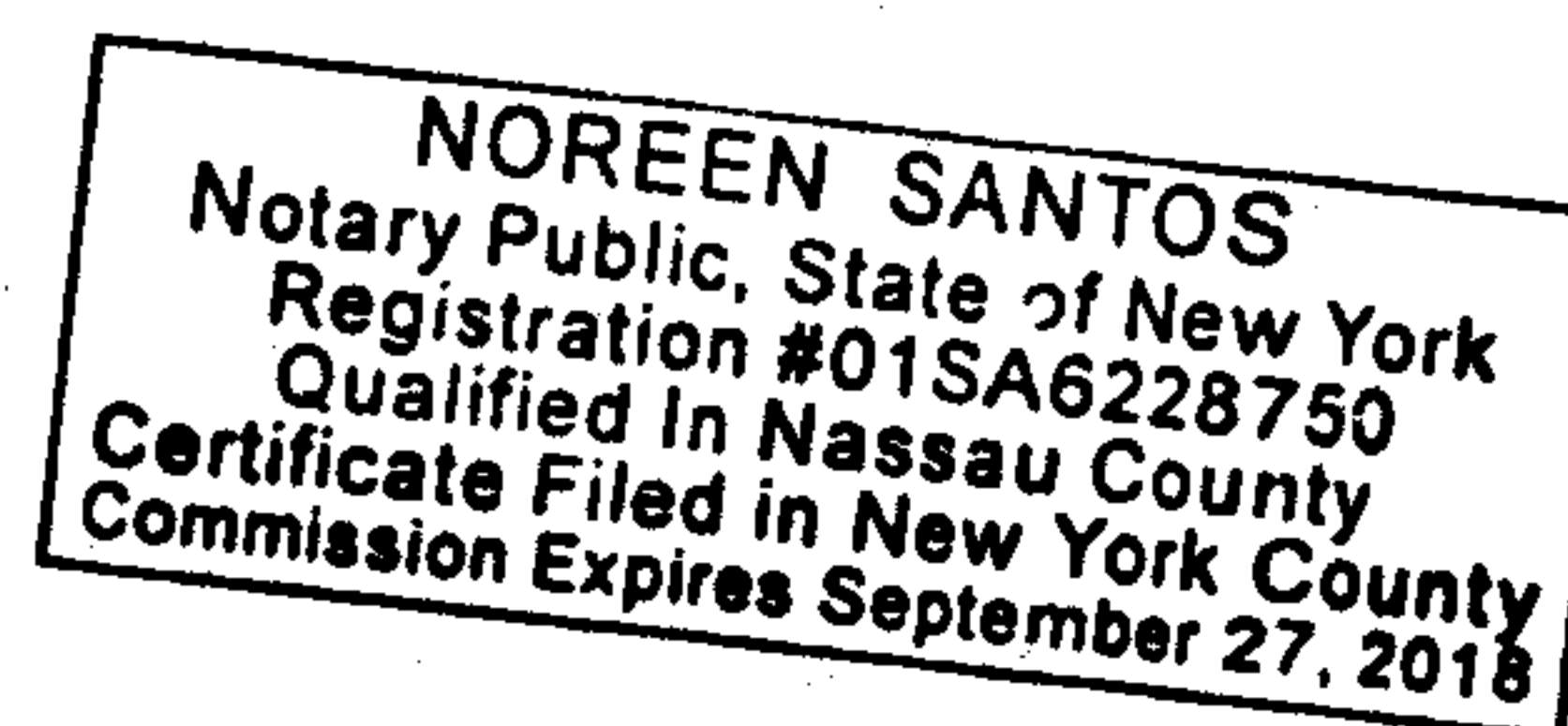
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 17th day of November, 2017, before me, a notary public in and for said State, personally appeared John Hannon, known to me to be a Vice President of Citibank, N.A., the entity that executed the within instrument, and also known to me to be the person who executed it on behalf of such entity, and acknowledged to me that such entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public

[Notarial Seal]



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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