

Prepared by and When Recorded Return to:

Jonathan J. Lauth, Esq.  
Troutman Sanders  
Post Office Box 1122  
Richmond, Virginia 23218

Property Name: The Kenzie  
f/k/a River Place on the Cahaba

**ASSUMPTION AGREEMENT  
(FOR USE WITH LOAN AGREEMENT FORMS)**

**(Revised 7-17-2014)**

THIS ASSUMPTION AGREEMENT ("**Assumption Agreement**") is entered into effective as of the 3rd day of December, 2019, by and among **FLT RIVER PLACE-ICON, LLC**, a Delaware limited liability company ("**Original Borrower**"), **FUNDAMENTAL SCM 1, LLC**, a Delaware limited liability company ("**New Borrower**"), and **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017-KW02** ("**Lender**").

**RECITALS**

- A. Original Borrower obtained a mortgage loan ("**Loan**") from Holliday Fenoglio Fowler, L.P., a Texas limited partnership ("**Original Lender**"), which Loan is secured by certain Land and Improvements ("**Property**"), located in Shelby County, Alabama. The Land is more particularly described in Exhibit A, attached to this Assumption Agreement.
- B. Original Borrower executed a promissory note evidencing the Loan, dated June 30, 2015 in the original principal amount of \$11,760,000.00, payable to Original Lender ("**Note**"), and a Multifamily Loan and Security Agreement ("**Loan Agreement**") further setting forth the terms of the Loan.
- C. To secure repayment of the Loan, Original Borrower executed and delivered to Original Lender a Multifamily Mortgage, Assignment of Rents and Security Agreement ("**Security Instrument**") of even date with the Note, which is recorded in the land records of Shelby County, Alabama ("**Land Records**") as Instrument No. 20150706000224420. The term "**Original Loan Documents**" means the Note, the Security Instrument, the Loan Agreement, all guaranties, all indemnity agreements, all collateral agreements, UCC filings, or any other documents now or in the future executed by Original Borrower or New Borrower, any guarantor or any other Person in connection with the Loan evidenced by the Note, as such documents may be amended from time to time.
- D. Original Lender endorsed the Note to the order of Federal Home Loan Mortgage Corporation ("**Freddie Mac**"), assigned the Loan Agreement and other Original Loan Documents to Freddie Mac and, by instrument dated June 30, 2015 and filed for record on

July 6, 2015 in the Land Records as Instrument No. 20150706000224430, sold, assigned and transferred all right, title and interest of Original Lender in and to the Security Instrument and the other Original Loan Documents to Freddie Mac. Subsequently, Freddie Mac endorsed the Note to the order of Lender, assigned the Loan Agreement and other Original Loan Documents to Lender and, by instrument dated March 20, 2017, effective as of March 30, 2017, and filed for record on March 31, 2017 in the Land Records as Instrument No. 20170331000107620, sold, assigned and transferred all right, title and interest of Freddie Mac in and to the Security Instrument and the other Original Loan Documents to Lender. Lender is now the owner and holder of the Note.

- E. Original Borrower has transferred or has agreed to transfer all of its right, title, and interest in and to the Mortgaged Property to New Borrower and New Borrower has agreed to assume all of Original Borrower's rights, obligations, and liabilities created or arising under certain of the Original Loan Documents, including the Security Instrument, with certain modifications, if any to the Security Instrument, as set forth in Exhibit B to this Assumption Agreement ("Assumption").
- F. Capitalized terms not defined in this Assumption Agreement will have the meanings given to them in the Security Instrument.

### AGREEMENT

NOW, THEREFORE, in consideration of these premises, the mutual covenants contained in this Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Assumption of Obligations.** New Borrower covenants, promises, and agrees that New Borrower, jointly and severally if more than one, will unconditionally assume and be bound by all terms, provisions, and covenants of the Note and the Security Instrument as if New Borrower had been the original maker of the Note and Security Instrument. New Borrower will pay all sums to be paid and perform each and every obligation to be paid or performed by Original Borrower under and in accordance with the terms and conditions of the Note, Security Instrument, the Loan Agreement and all other Original Loan Documents assumed by New Borrower. Notwithstanding the foregoing, however, New Borrower and Lender will enter into an Amendment to Loan Agreement to modify certain terms of the Loan Agreement.
2. **Modification of Security Instrument.** New Borrower and Lender agree that the provisions of the Security Instrument are modified as set forth in Exhibit B to this Assumption Agreement.
3. **Lender's Consent.** Subject to the satisfaction of all conditions set forth in this Assumption Agreement, Lender consents to the Assumption.
4. **Miscellaneous.**
  - (a) This Assumption Agreement will be binding upon and will inure to the benefit of the parties to the Assumption Agreement and their respective heirs, successors, and permitted assigns.
  - (b) Except as expressly modified by this Assumption Agreement, the Security Instrument will be unchanged and remain in full force and effect, and is hereby expressly approved, ratified, and confirmed. No provision of this Assumption Agreement that is held to be inoperative, unenforceable or invalid will affect the

remaining provisions, and to this end all provisions of this Assumption Agreement are declared to be severable.

- (c) Time is of the essence of this Assumption Agreement.
  - (d) This Assumption Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
  - (e) This Assumption Agreement will be construed in accordance with the laws of the Property Jurisdiction.
  - (f) This Assumption Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.
5. **Executed Original.** An executed original of this Assumption Agreement will be recorded in the Land Records as a modification to the Security Instrument.
6. **State Specific Requirements.** N/A
7. **Attached Exhibits.** The following Exhibits, if marked with an "X", are attached to this Assumption Agreement:
- |                                     |           |  |
|-------------------------------------|-----------|--|
| <input checked="" type="checkbox"/> | Exhibit A | Legal Description of the Land (required) |
| <input checked="" type="checkbox"/> | Exhibit B | Modifications to Security Instrument     |
| <input type="checkbox"/>            | Exhibit C | Modifications to Assumption Agreement    |

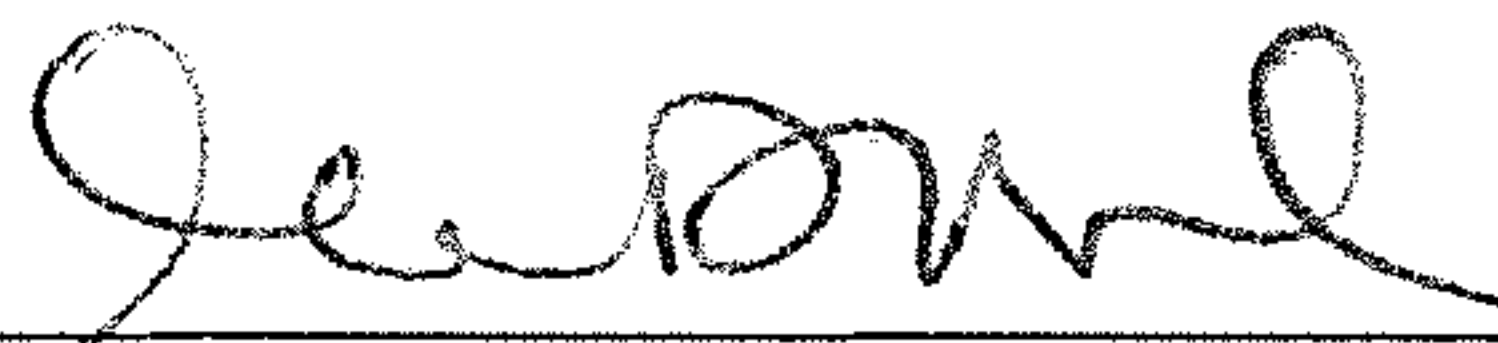
IN WITNESS WHEREOF, the parties have executed this Assumption Agreement as of the date written above.



Original Borrower executes this Assumption Agreement solely to acknowledge New Borrower's assumption of the Loan, without Original Borrower incurring any newly-created obligations or liabilities by its execution of this Assumption Agreement.

**ORIGINAL BORROWER:**

**FLT RIVER PLACE-ICON, LLC**, a Delaware  
limited liability company

By:   
Michael B. Earl  
Vice President

Address for Notice to Original Borrower:  
2082 Michelson Drive, 4<sup>th</sup> Floor  
Irvine, California 92612  
Attention: Michael B. Earl

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

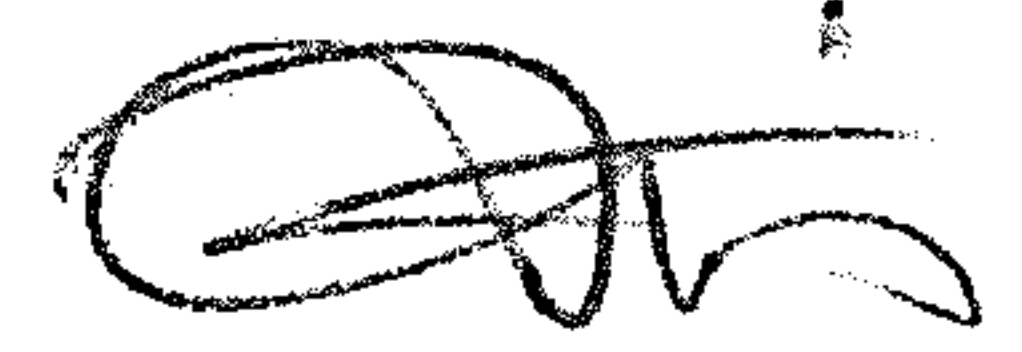
)  
) SS.  
)

COUNTY OF SAN FRANCISCO

On October 29, 2019 before me, Patti Harrison, Notary Public, personally appeared Michael B. Earl, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

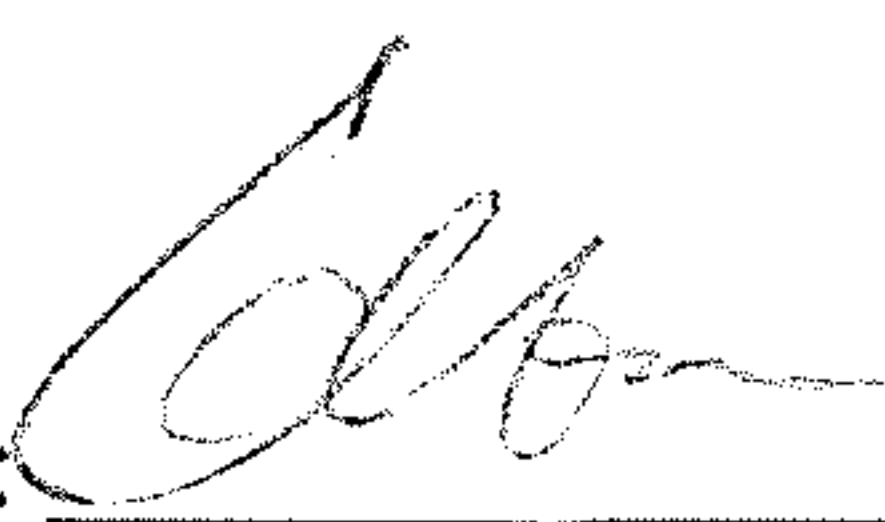


**NEW BORROWER:**

**FUNDAMENTAL SCM 1, LLC**, a Delaware  
limited liability company

By: SCM Kenzie, LLC, a Texas limited liability  
company, its Administrative Member

By: SCM Manager, LLC, a Texas limited  
liability company, its Manager

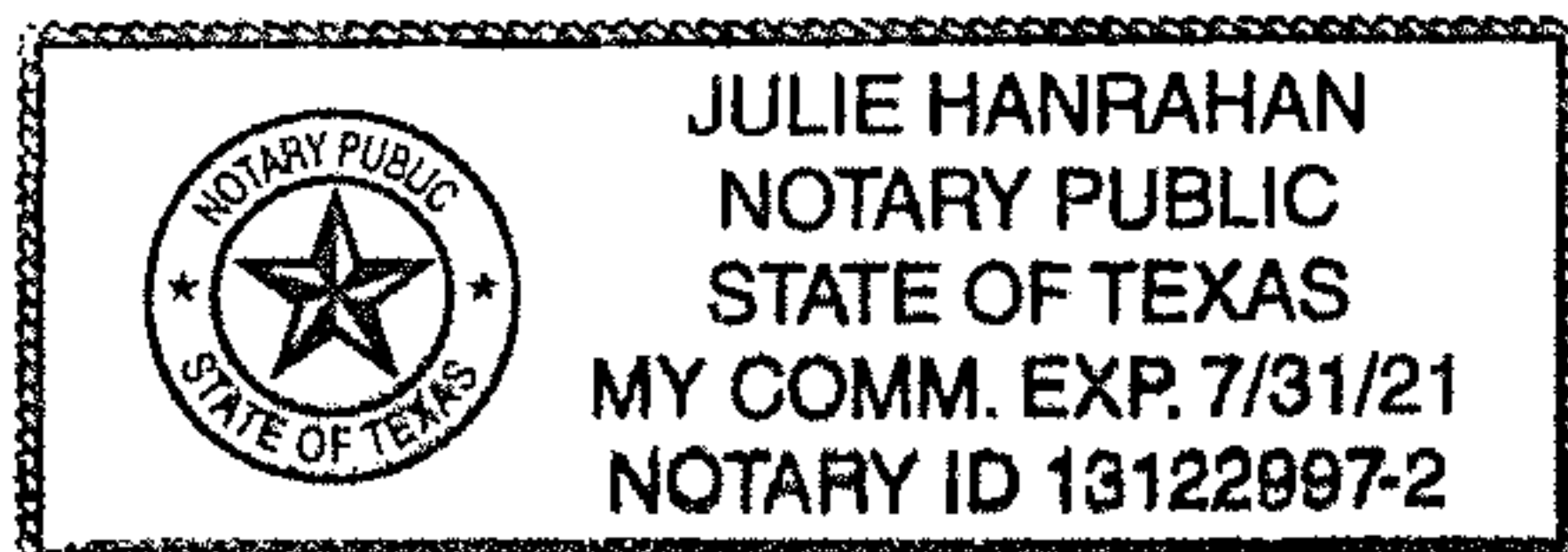
By:   
Eric Horan  
Manager

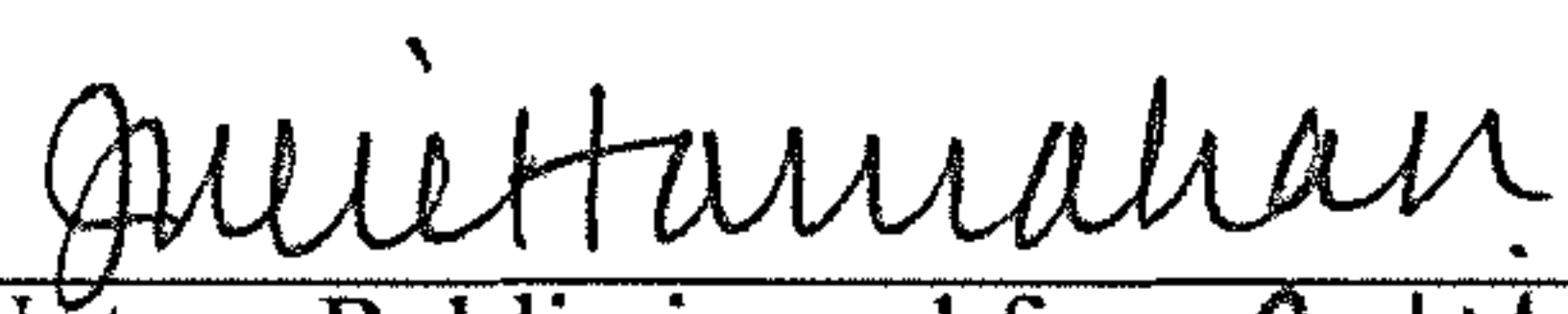
Address for Notice to New Borrower:  
17480 Dallas Parkway, Suite 217  
Dallas, Texas 75287  
Attention: Eric Horan

STATE OF Texas, Collin County ss:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Eric Horan**, Manager of SCM Manager, LLC, a Texas limited liability company, Manager of SCM Kenzie, LLC, a Texas limited liability company, Administrative Member of Fundamental SCM 1, LLC, a Delaware limited liability company, the limited liability company that executed the foregoing instrument, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited liability company, and that he executed the same as the act of such limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19<sup>th</sup> day of November, 2019.



  
Notary Public in and for Collin County,  
Texas

My Commission Expires: 7/31/21


**LENDER:**

**U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE REGISTERED  
HOLDERS OF J.P. MORGAN CHASE  
COMMERCIAL MORTGAGE  
SECURITIES CORP., MULTIFAMILY  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2017-KW02**

By: Wells Fargo Bank, National Association, a  
national banking association, its Master  
Servicer pursuant to that certain Pooling and  
Servicing Agreement dated as of March 1,  
2017

By: Holliday Fenoglio Fowler, L.P., a Texas  
limited partnership, its Sub-Servicer

By: Holliday GP, LLC, a Delaware  
limited liability company, its General  
Partner

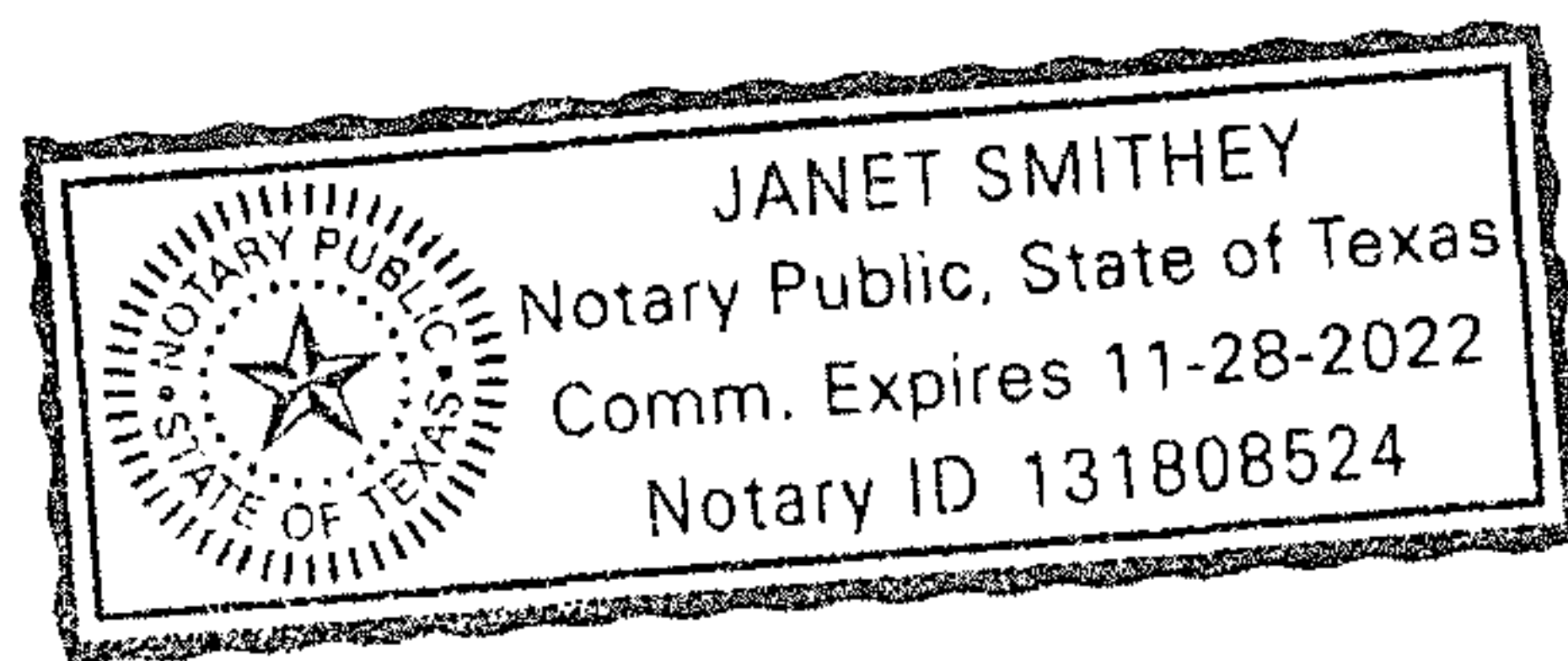
By:   
Steven D. Henderson  
Vice President

STATE OF Texas, Harris County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Steven D. Henderson**, whose name as Vice President of Holliday GP, LLC, a Delaware limited liability company, General Partner of Holliday Fenoglio Fowler, L.P., a Texas limited partnership, Sub-Servicer of Wells Fargo Bank, National Association, a national banking association, Master Servicer of U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2017-KW02, 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 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 2nd day of December, 2019.

(SEAL)



Janet Smithey  
Notary Public

My commission expires: 11-28-2022



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

A Tract of land situated in the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1 Butte Woods Ranch Addition to Altadena Valley, as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the Southwest corner of the NE 1/4, NW 1/4 of said Section 3, and run thence Easterly along the South line thereof 69.02 feet; thence turn 69°30'50" right and run Southeasterly 96.27 feet to the point of beginning, said point being on the Northerly line of Lot 1 of said Altadena Park; thence turn 90°00' left and run Northeasterly 240.0 feet to the Northern most corner of said Lot 1; thence turn 90°58'45" right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1; thence 6°16'15" right and run Southeasterly along the Easterly line of Lot 2 of said subdivision 144.94 feet to the most Easterly corner of Lot 2; thence turn 7°01'15" right and run Southerly along the Easterly line of Lot 3 of said subdivision for 57.52 feet to a point on last said lot line; thence turn 106°56'15" left and run Northeasterly 128.13 feet; thence turn 84°50' right and run Southeasterly for 195.0 feet; thence turn 20°59'30" left and run Southeasterly for 333.22 feet; thence turn 52°39'30" left and run Easterly for 150.0 feet; thence turn 90° left and run Northerly for 600.14 feet; thence turn 41°00' right and run Northeasterly for 300.00 feet; thence turn 14°00' left and run Northeasterly for 125.0 feet; thence turn 25°00' left and run Northerly for 170.0 feet; thence turn 87°58'40" right and run Easterly for 137.41 feet to a point on the East line of the NE 1/4 of NW 1/4, Section 3, Township 19 South, Range 2 West; thence turn left 90° and run Northerly along said 1/4-1/4 line for 270 feet, more or less, to the Westerly bank of the Cahaba River; thence run Northerly and Westerly along the Southwest bank of said river 1400 feet, more or less, to the West line of the NE 1/4 of the NW 1/4 of said Section 3, said point also being on the Easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley; thence run Northerly along last said 1/4-1/4 section line and said lot line for 90 feet, more or less, to the Northeasterly corner of said Lot 1; thence turn left and run Westerly along the Northerly line of said Lot 1 for 240 feet, more or less, to the Northwest corner of said Lot 1; thence turn left and run Southwesterly and along the Easterly right of way line of Caldwell Mill Road for 425 feet, more or less; thence turn left 31°45' and run Southeasterly for 67.96 feet; thence turn left 31°45' and run Southeasterly along the new Northeasterly right of way line of Old Caldwell Mill Road for 231.58 feet to the beginning of a curve to the right having a radius of 263.05 feet; thence continue Southeasterly and along said right of way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue Southeasterly on a course tangent to said curve, and along said right of way line 245.3 feet to the point of beginning.

Situated in Shelby County, Alabama.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
(Continued)

Less and Except the following property sold to Novus Utility Services, Inc. in Instrument 2001-14451, in the Probate Office of Shelby County, Alabama:

Part of the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing crimp iron pin, being the most Westerly corner of Lot 1 A, Altadena Park Resurvey, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 5, Page 111, run in a Northwesterly direction, along the Northeast right of way line of Old Caldwell Mill Road, for a distance of 245.65 feet to an existing crimp iron pin and being the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a central angle of 35°18'51" and a radius of 263.05 feet; thence turn an angle to the left and run in a Northwesterly direction, along the arc of said curve and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 162.13 feet, to the point of ending of said curve; thence continue in a Northwesterly direction, along a line tangent to the end of said curve, and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 231.58 feet; thence turn an angle to the right of 31°45' and run in a Northwesterly direction for a distance of 67.96 feet to a point on the East right of way line of Caldwell Mill Road; thence turn an angle to the right of 31°45' and run in a Northerly direction, along the East right of way line of said Caldwell Mill Road, for a distance of 162.68 feet to a point of intersection with a curve, said curve being concave in a Northwesterly direction and having a central angle of 3°36'16" and a radius of 2005.22 feet; thence turn an angle to the right (59°20'24" to the chord of said curve) and run in a Northeasterly direction, along the arc of said curve, for a distance of 126.15 feet to a point of reverse curve, said latest curve being concave in a Southerly direction and having a central angle of 36°13'17" and a radius of 58.97 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction, along the arc of said curve, for a distance of 37.28 feet to the point of ending of said curve; thence run in an Easterly direction, along a line tangent to the end of said curve, for a distance of 102.25 feet, to the point of beginning; thence turn an angle to the right of 63°45'02" and run in a Southeasterly direction for a distance of 55.01 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 91°51'45" and run in a Northeasterly direction for a distance of 150.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 94°18'35" and run in a Northwesterly direction for a distance of 55.20 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 82°59'55" and run in a Southwesterly direction for a distance of 144.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 90°49'45" and run in a Southerly direction for a distance of 6.87 feet, more or less to the point of beginning.

Together with a 20' easement for ingress and egress lying 10' on either side of the center line of said easement and said center line being more particularly described as follows:

From an existing crimp iron pin, being the most Westerly corner of Lot 1 A, Altadena Park Resurvey, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 5, Page 111, run in a Northwesterly direction, along the Northeast right of way line of Old Caldwell Mill Road, for a distance of 245.65 feet to an existing crimp iron pin and being the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a central angle of 35°18'51" and a radius of 263.05 feet; thence turn an angle to the left and run in a Northwesterly direction, along the arc of said curve and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 162.13 feet, to the point of ending of said curve; thence continue in a Northwesterly direction, along a line tangent to the end of said curve, and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 231.58

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
(Continued)

feet; thence turn an angle to the right of 31°45' and run in a Northwesterly direction for a distance of 67.96 feet to a point on the East right of way line of Caldwell Mill Road; thence turn an angle to the right of 31°45' and run in a Northerly direction, along the East right of way line of said Caldwell Mill Road, for a distance of 162.68 feet to a point of intersection with a curve, being the point of beginning, said curve being concave in a Northwesterly direction and having a central angle of 3°36'16" and a radius of 2005.22 feet; thence turn an angle to the right (59°20'24" to the chord of said curve) and run in a Northeasterly direction, along the arc of said curve, for a distance of 126.15 feet to a point of reverse curve, said latest curve being concave in a Southerly direction and having a central angle of 36°13'17" and a radius of 58.97 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction, along the arc of said curve, for a distance of 37.28 feet to the point of ending of said curve; thence run in an Easterly direction, along a line tangent to the end of said curve, for a distance of 102.25 feet, to the point of ending.

Together with an easement running along all existing sanitary sewer lines for construction, operation and maintenance of sanitary sewer.

**ALSO BEING DESCRIBED AS:**

A Tract of land situated in the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1 Butte Woods Ranch Addition to Altadena Valley, as recorded In Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Beginning at a found iron pipe at the Northwest corner of Lot 1 of Altadena Park Resurvey, as recorded In Map Book 5, Page 111 and on the East right of way line of Old Caldwell Mill Road; thence from said Point of Beginning along said East right of way line the following four (4) courses to wit: (1) North 18°39'04" West for 245.79 feet to a found iron pipe; (2) along the arc of a non-radial curve to the left having a radius of 263.05 feet, an arc length of 162.13 feet and being subtended by a chord bearing North 36°03'36" West for 159.52 feet to a found iron pin with cap; (3) North 53°43'08" West for 231.85 feet to a found iron pin with cap; (4) North 21°53'41" West for 67.88 feet to a found iron pin with cap on the East right of way line of Caldwell Mill Road; thence with said East right of way line North 08°43'47" East for 425.00 feet to a point; thence South 89°44'56" East for 240.00 feet to a point in the Cahaba River; thence South 00°15'04" West for 90.00 feet to a point on the South bank of the Cahaba River; thence along the South bank of the Cahaba River the following three (3) courses to wit: (1) North 86°49'15" East for 855.88 feet to a point; (2) along the arc of a non-radial curve to the right having a radius of 400.00 feet, and arc length of 444.56 feet and being subtended by a chord bearing South 61°16'05" East for 422.88 feet to a point; (3) South 29°21'25" East for 201.71 feet to a point; thence South 01°43'10" West for 158.74 feet to a set iron pin, passing a set iron pin at 13.74 feet; thence leaving said South bank North 88°16'50" West for 137.41 feet to a set iron pin; thence South 03°44'30" West for 170.00 feet to a set iron pin; South 28°44'30" West for 125.00 feet to a set iron pin; thence South 42°44'30" West for 300.00 feet to a found iron pipe; thence South 01°44'30" West for 600.10 feet to a found iron pin with cap at the common corner with Riverwood Sector Seven Subdivision, as recorded in Map Book 9, Page 81; thence South 86°16'43" West for 147.69 feet to a found iron pin with cap at the Easterly most corner of Riverwood Sector Two Subdivision, as recorded in Map Book 8, Page 65; thence North 34°17'58" West for 332.47 feet to a found iron pin with cap on the on the East line of Riverwood Sector One, as recorded in Map Book 8, Page 49, thence with said Riverwood Sector One the following two (2) courses to wit: (1) North 16°12'29" West for 195.00 feet to a set iron pin; (2) South 78°49'30" West for 128.13 feet to a set iron pin on the East line of Altadena Park Resurvey as recorded in Map Book 5, Page 111; thence along said East line of said Altadena Park



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
(Continued)

Resurvey the following four (4) courses to wit: (1) North 05°44'26" East for 57.79 feet to a found iron pipe; (2) North 11°15'20" West for 144.64 feet to a found iron pipe; (3) North 17°15'54" West for 149.79 feet to a found magnetic indicator in concrete; (4) South 71°36'33" West for 240.00 feet to the Point of Beginning.

LESS AND EXCEPT the following property sold to Novus Utility Services, Inc. in Instrument 2001-14451, in the Probate Office of Shelby County, Alabama:

Part of the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found iron pipe at the Northwest corner of Lot 1 of Altadena Park Resurvey, as recorded In Map Book 5, Page 111 and on the East right of way line of Old Caldwell Mill Road; thence from said Point of Beginning along said East right of way line the following four (4) courses to wit: (1) North 18°39'04" West for 245.79 feet to a found iron pipe; (2) along the arc of a non-radial curve to the left having a radius of 263.05 feet, an arc length of 162.13 feet and being subtended by a chord bearing North 36°03'36" West for 159.52 feet to a found iron pin with cap; (3) North 53°43'08" West for 231.85 feet to a found iron pin with cap; (4) North 21°53'41" West for 67.88 feet to a found iron pin with cap on the East right of way line of Caldwell Mill Road; thence with said East right of way line North 08°43'47" East for 162.68 feet to a point; thence leaving said East right of way line along the arc of a non-radial curve to the left having a radius of 2005.22 feet, an arc length of 126.15 feet and being subtended by a chord bearing North 68°04'11" East for 126.13 feet to a point; thence along the arc of reverse curvature having a radius of 58.97 feet, an arc length on 37.28 feet and being subtended by a chord bearing North 84°22'41" East for 36.66 feet to a point; thence South 77°30'40" East for 102.25 feet to the Point of Beginning; thence South 13°45'38" East for 55.01 feet to a point; thence North 74°22'37" East for 150.88 feet to a point; thence North 19°55'58" West for 55.20 feet to a point; thence South 77°04'07" West for 144.88 feet to a point; thence South 13°45'38" East for 6.87 feet to the Point of Beginning.

Together with a 20' easement for Ingress and egress lying 10' on either side of the center line of said easement and said center line being more particularly described as follows:

Commencing at a found iron pipe at the Northwest corner of Lot 1 of Altadena Park Resurvey, as recorded In Map Book 5, Page 111 and on the East right of way line of Old Caldwell Mill Road; thence from said Point of Beginning along said East right of way line the following four (4) courses to wit: (1) North 18°39'04" West for 245.79 feet to a found iron pipe; (2) along the arc of a non-radial curve to the left having a radius of 263.05 feet, an arc length of 162.13 feet and being subtended by a chord bearing North 36°03'36" West for 159.52 feet to a found iron pin with cap; (3) North 53°43'08" West for 231.85 feet to a found iron pin with cap; (4) North 21°53'41" West for 67.88 feet to a found iron pin with cap on the East right of way line of Caldwell Mill Road; thence with said East right of way line North 08°43'47" East for 162.68 feet to the Point of Beginning; thence leaving said East right of way line along the arc of a non-radial curve to the left having a radius of 2005.22 feet, an arc length of 126.15 feet and being subtended by a chord bearing North 68°04'11" East for 126.13 feet to a point; thence along the arc of reverse curvature having a radius of 58.97 feet, an arc length on 37.28 feet and being subtended by a chord bearing North 84°22'41" East for 36.66 feet to a point; thence South 77°30'40" East for 102.25 feet to the Point of Terminus.



EXHIBIT B  
MODIFICATIONS TO SECURITY INSTRUMENT

1. As used in the Security Instrument, all references to Borrower will be deemed to refer to New Borrower.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/05/2019 10:52:51 AM  
\$55.00 CHARITY  
20191205000449770

*Alecia S. Bayl*