

**This Instrument Prepared Without
Benefit of Title Examination or Survey by:**

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Tuscaloosa, AL 35401
(205) 349-3449

STATE OF ALABAMA

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SHELBY COUNTY

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20201202000549260 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
12/02/2020 09:48:32 AM FILED/CERT

**MORTGAGE AND COLLATERAL ASSIGNMENT
OF LEASES AND RENTS MODIFICATION**

This Mortgage and Collateral Assignment of Leases and Rents Modification (the "Modification") is made effective as of the 7th day of OCTOBER, 2020, between and among Alabama Credit Union, an Alabama State Chartered Credit Union ("Lender") and APA Hotel, LLC, an Alabama limited liability company (the "Borrower").

WITNESSETH:

WHEREAS, Lender and Borrower are parties to a Loan made on June 30, 2017, in the principal amount of Two Million Three Hundred Twenty-Fifty Thousand & No/100 (\$2,325,000.00) Dollars, as evidenced by a Fixed Rate Balloon Promissory Note of even date, (the "Note" and/or the "Loan"). The Note is secured by a first position real estate mortgage on real property in Shelby County, Alabama as evidenced by that certain mortgage appearing of record as Instrument Number 20170707000242970 in the records of the Judge of Probate of Shelby County, Alabama the terms of which are incorporated herein by this reference and a collateral assignment of leases and rents which is recorded as Instrument Number 20170707000242980 in the records of the Judge of Probate of Shelby County, Alabama, the terms of which are incorporated herein by this reference (collectively the "Mortgage"); and

WHEREAS, Borrower has requested that the Lender modify the terms contained in the Mortgage to increase the maximum lien amount to Two Million Eight Hundred Thousand and No/100 (2,800,000.00) Dollars (the "New Mortgage Amount"); and

WHEREAS, the Lender has required, as a condition to approving the request described herein, that the Borrower execute and deliver to Lender this Modification, modifying the terms of the Mortgage as set out herein.

NOW, THEREFORE, for valuable consideration and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender, intending to be legally bound, agree that the Mortgage, effective as of the 7th day of OCTOBER, 2020, is hereby amended as follows:

1. The lien of the Mortgage shall not exceed at any one time the new Mortgage Amount of Two Million Eight Hundred Thousand and No/100 (2,800,000.00) Dollars.

2. Borrower hereby acknowledges and agrees that the Mortgage and this Modification shall secure the payment of all advances heretofore or from time to time hereafter made by the Lender to the Borrower under the Note, any modifications and/or renewals thereto and any loan or note payable to Lender to which Borrower is a party.

3. Borrower hereby acknowledges and agrees that there has been no change in the ownership and/or control of Borrower since the date of the execution of the Mortgage and all prior incumbency certificates and/or authorizing resolutions relied on by Lender remain in full force and effect.

4. Except as specifically amended herein, the Note and the Mortgage shall remain in full force and effect in accordance with their terms.

5. This Modification may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification to be made effective on the 1 day of October, 2020.


BORROWER:

APA HOTEL, L.L.C., AN ALABAMA LIMITED LIABILITY COMPANY

By: [Signature]
Amrutlal Vallabhbhai, Member

By: [Signature]
Anishkumar Amrutlal, Member

STATE OF ALABAMA §
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LEE COUNTY §

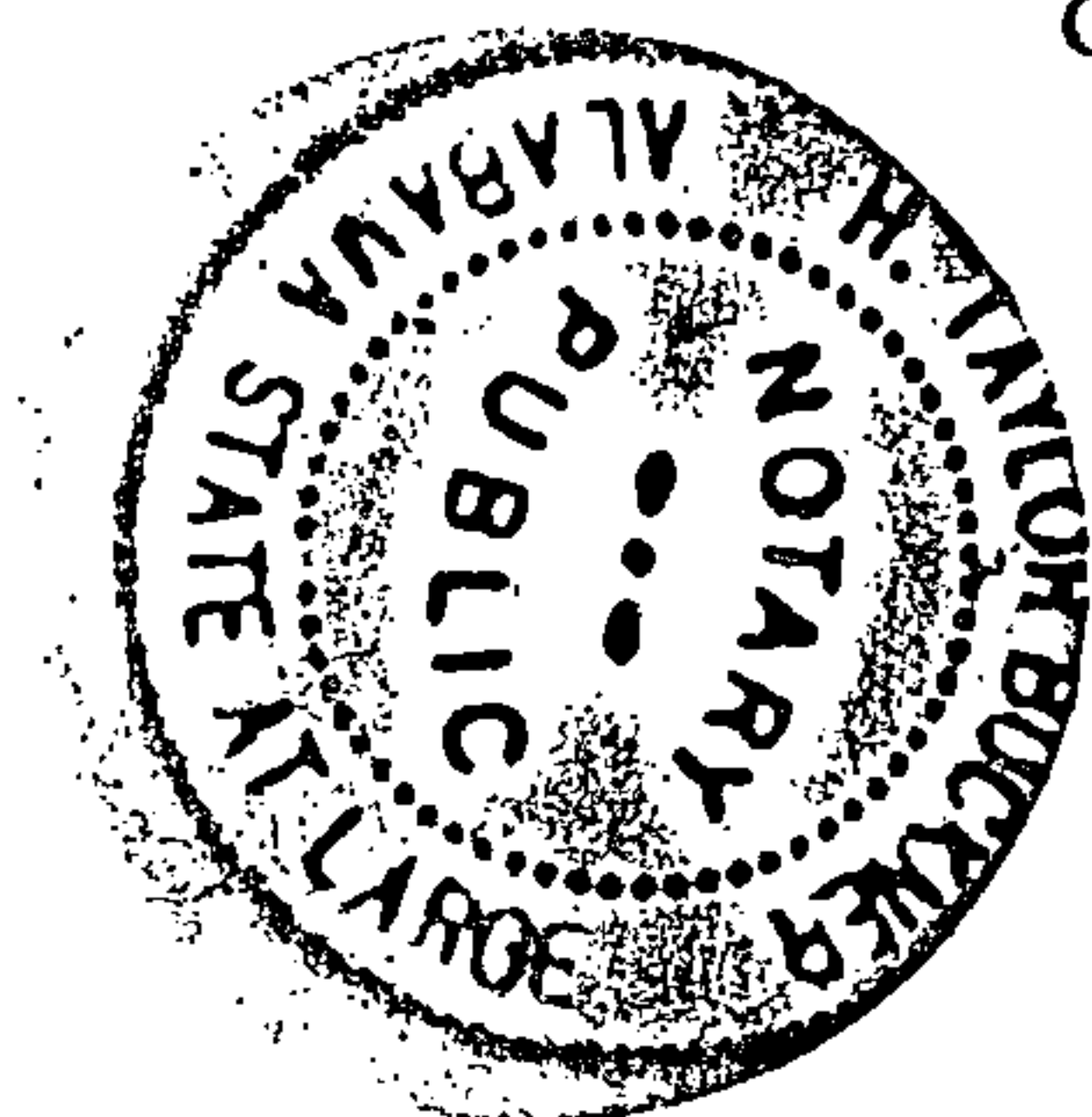

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I, the undersigned authority, a notary public in and for said state in said county, hereby certify that Amrutlal Vallabhbhai and Anishkumar Amrutlal, whose names as Members of APA Hotel, L.L.C., an Alabama Limited Liability Company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they, as such Members and with full authority, executed the same voluntarily for and as the act of APA Hotel, L.L.C. on the day the same bears date.

Given under my hand and official seal on this the 7 day of October, 2020.

[Signature]
Notary Public
My Commission Expires: _____

My Commission Expires December 1, 2020



LENDER:

Alabama Credit Union

By:



Thomas M. Navarro
Its Commercial Loan Officer

STATE OF ALABAMA

TUSCALOOSA COUNTY

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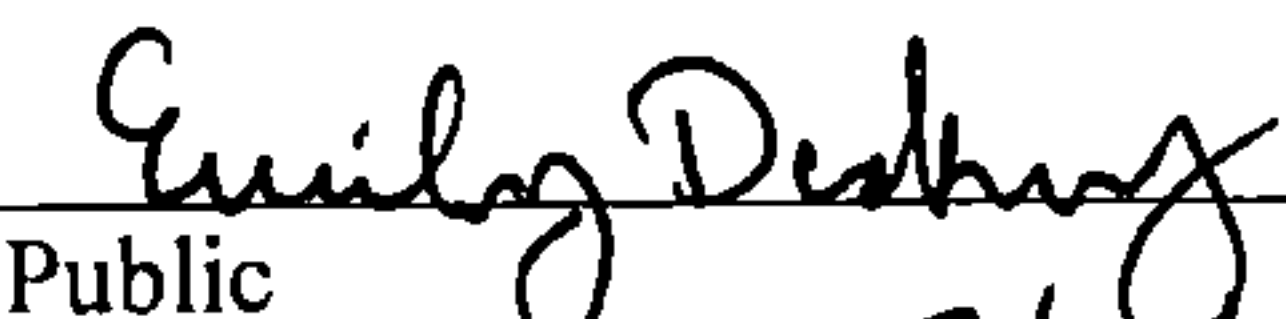
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I, the undersigned notary public in and for said county in and for said state, hereby certify that Thomas M. Navarro, whose name as Commercial Loan Officer of Alabama Credit Union, an Alabama State Chartered Credit Union, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal on this the 6th day of October, 2020.



Notary Public
My Commission Expires: 3/5/2024

