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Shelby Cnty Judge of Probate, AL
04/30/2021 12:26:14 PM FILED/CERT

Prepared by, and after recording
return to:
Moss & Barnett (JMS)
A Professional Association
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402

STATE OF ALABAMA

COUNTIES OF SHELBY AND JEFFERSON

**AMENDMENT TO
MULTIFAMILY MORTGAGE,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

**Freddie Mac Loan No. 503097330
Property Name: The Kenley**

**AMENDMENT TO
MULTIFAMILY MORTGAGE,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

THIS AMENDMENT TO MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("**Amendment**") is made as of the 26 day of February 2021, by and between GWR Kenley, LLC, a Delaware limited liability company, whose address is c/o GWR Equities LLC, 2000 West Loop South, Suite 1050, Houston, Texas, 77027, as mortgagor ("**Borrower**"), and Citibank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-K101, whose address is c/o JLL Real Estate Capital, LLC, 2177 Youngman Avenue, Saint Paul, Minnesota, 55116, as mortgagee (together with its successors and assigns, "**Lender**"). Borrower's organizational identification number, if applicable, is 5905217.

RECITALS

- A. Borrower obtained a loan in the original principal amount of \$35,388,000.00 ("**Loan**") from Holliday Fenoglio Fowler, L.P., a Texas limited partnership ("**Original Lender**"), which Loan is evidenced by a Multifamily Note ("**Note**") and secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement dated as of August 30, 2019 and recorded on August 30, 2019 in the Official Records of Shelby County, Alabama as Document No. 20190830000322640 and recorded on August 30, 2019 in the Official Records of Jefferson County, Alabama as Document No. 2019090789 ("**Security Instrument**"), encumbering the Mortgaged Property described in Exhibit A attached to this Amendment.
- B. Borrower executed the Note, a Multifamily Loan and Security Agreement dated as of August 30, 2019 ("**Loan Agreement**") and the Security Instrument setting forth the terms of the Loan.
- C. Original Lender endorsed the Note to the order of Federal Home Loan Mortgage Corporation ("**Freddie Mac**"), assigned the Security Instrument to Freddie Mac pursuant to the Assignment of Security Instrument dated as of August 30, 2019 and recorded on August 30, 2019 in the Official Records of Shelby County, Alabama as Document No. 20190830000322650 and recorded on August 30, 2019 in the Official Records of Jefferson County, Alabama as Document No. 2019090790, and sold, assigned and transferred the Loan Agreement and other Loan Documents to Freddie Mac. Freddie Mac endorsed the Note to the order of Lender, assigned the Security Instrument to Lender pursuant to the Assignment of Multifamily Mortgage, Assignment of Rents and Security Agreement dated to be effective as of November 26, 2019 and recorded on December 2, 2019 in the Official Records of Shelby County, Alabama as Document No. 20191202000445310 and recorded on December 2, 2019 in the Official Records of Jefferson County, Alabama as Document No. 2019124900, and sold, assigned, and



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transferred the Loan Agreement and other Loan Documents to Lender, and Lender is now the holder of the Note and owner of the Loan.

- D. Borrower has requested Lender's approval of certain Property Improvement Alterations (as such capitalized term is defined in the Loan Agreement) and Lender's approval of an equipment lease pursuant to the terms of the Loan Agreement ("**Borrower Request**").
- E. Subject to the full satisfaction of all conditions set forth in Lender's approval of the Borrower Request, Lender has agreed to approve the Borrower Request.
- F. In consideration of Lender's consent to the Borrower Request, Borrower and Lender have agreed to make certain amendments to the Security Instrument.
- G. All capitalized terms not defined in this Amendment will have the meanings given to them in the Loan Agreement.

In consideration of these promises, the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The definition of "Fixtures" in Section 1 of the Security Instrument is modified to read in full as follows:

"**Fixtures**" means all property owned by Borrower which is attached to the Land or the Improvements so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment, but specifically excluding the "Equipment" installed at the real property and owned by ADT LLC, a Delaware limited liability company, as such capitalized term is defined in the Automation Services Agreement dated as of 11/15/2018 by and between Borrower and ADT LLC, a Delaware limited liability company.

2. In all other respects, the Security Instrument remains unmodified and in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW**

IN WITNESS WHEREOF, Borrower has signed and delivered this Instrument or has caused this Instrument to be signed and delivered by its duly authorized representative.

BORROWER:

GWR Kenley, LLC,
a Delaware limited liability company

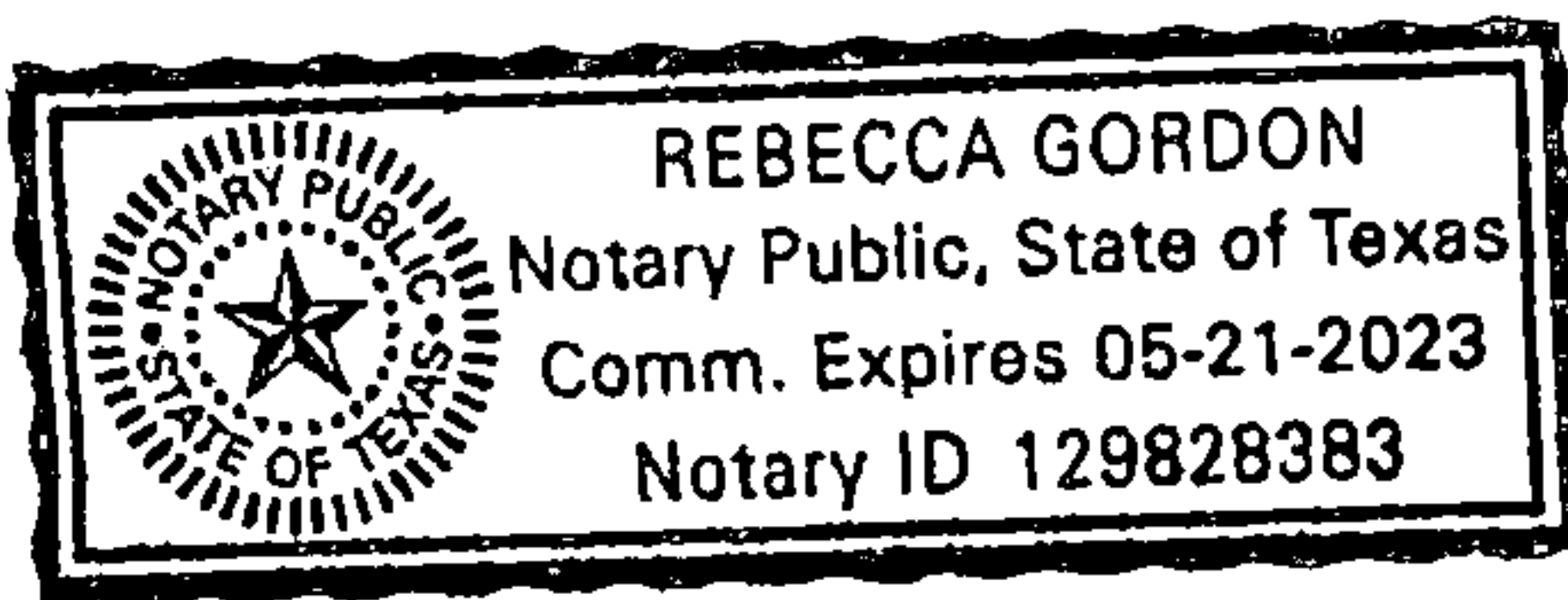
By: GWR 16 Management, LLC,
a Delaware limited liability company


Its: Manager

By: 
Name: Grady W. Roberts
Its: Manager

STATE OF TEXAS)
COUNTY OF Harris) ss.

This instrument was acknowledged before me this 26th day of FEBRUARY, 2021, by Grady W. Roberts, Manager of GWR 16 Management, LLC, a Delaware limited liability company, Manager of GWR Kenley, LLC, a Delaware limited liability company, on behalf of said limited liability company.




Signature of Notary

EXECUTIVE ADMINISTRATOR
Title
My Commission expires: 5/21/2023

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS**

LENDER:

Citibank, N.A., as Trustee for the Registered
Holders of Credit Suisse First Boston Mortgage
Securities Corp., Multifamily Mortgage Pass-
Through Certificates, Series 2019-K101

By: KeyBank National Association, as Master
Servicer, pursuant to that certain Pooling
and Servicing Agreement dated as of
November 1, 2019

By: JLL Real Estate Capital, LLC, a
Delaware limited liability company,
f/k/a Holliday Fenoglio Fowler, L.P.,
a Texas limited partnership, as
Subservicer pursuant to that certain
Subservicing Agreement dated as of
November 1, 2019

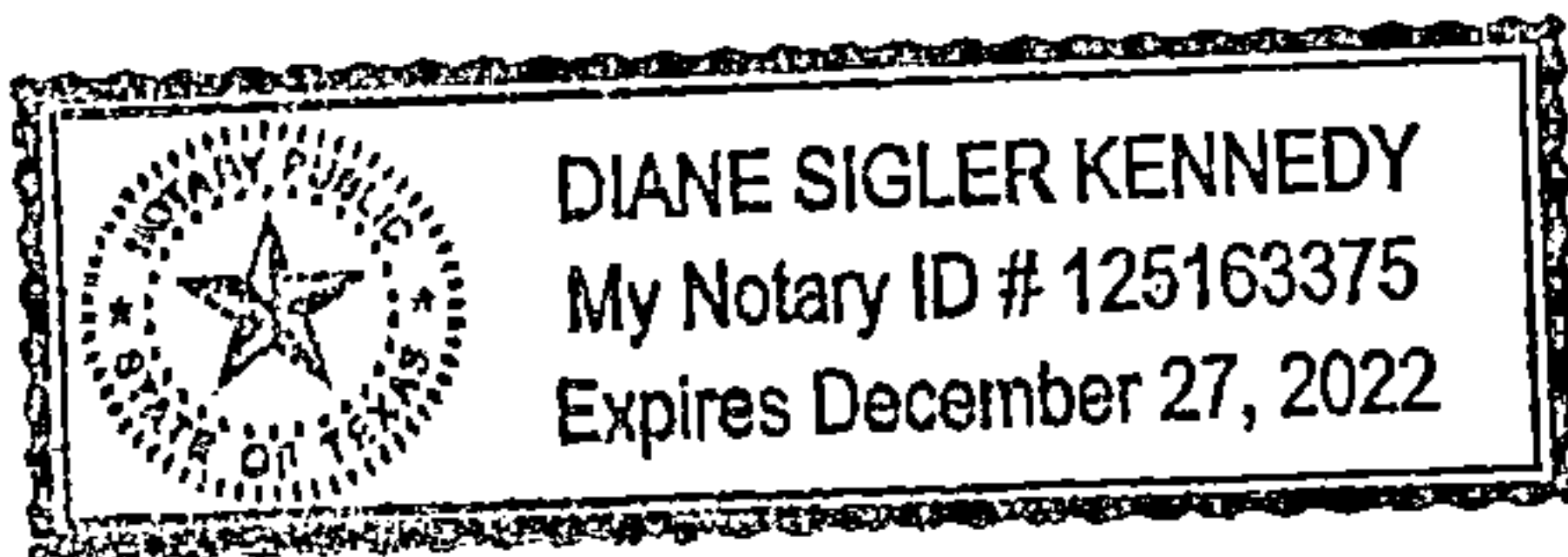
By:

Name: Nancy O. Goodson

Title: Executive Vice President

STATE OF Texas)
COUNTY OF Harris) ss.

This instrument was acknowledged before me this 30th day of March,
2021, by Nancy O. Goodson, the Executive Vice President of JLL Real Estate Capital, LLC, a
Delaware limited liability company, as Subservicer for KeyBank National Association, as Master
Servicer for Citibank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston
Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-K101,
on behalf of the said national association.



Diane Sigler Kennedy
Signature of Notary

Notary Public
Title

My Commission expires: 12/27/22

EXHIBIT A

DESCRIPTION OF THE LAND

Land Located in the Counties of Shelby and Jefferson, State of Alabama, described as follows:

PARCEL I:

LOT 1

Lot 1, Kenley survey, as recorded in Map Book 24, page 90, in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the SW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and the NW 1/4 of the NE 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Begin at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 section a distance of 684.25 feet to a point; thence 90°00' to the left in an Easterly direction a distance of 266 feet, more or less, to a point on the edge of a lake; thence in a generally Southeasterly direction along the edge of the lake a distance of 1960 feet, more or less, to a point on a line lying 30 feet West of and parallel to the East line of said 1/4-1/4 section; thence in a Northerly direction along said line a distance of 113 feet, more or less, to a point; thence 90°00' to the right in an Easterly direction a distance of 30.00 feet to a point on the East line of said 1/4-1/4 section; thence 90°00' to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 1165.03 feet to the Northeast CORNER of said 1/4-1/4 section; thence 87°54'49" to the left in a Westerly direction along the North line of said 1/4-1/4 section a distance of 1320.29 feet to the POINT OF BEGINNING.

LOT 2

Lot 2, Kenley Survey, as recorded in Map Book 24, page 90, in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the NW 1/4 of the NE 1/4 of Section 36, and the SW 1/4 of the SE 1/4 of Section 25, both in Township 18 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and run in a Southerly direction along the West line of said 1/4-1/4 section a distance of 684.25 feet to the POINT OF BEGINNING; thence 90°00' to the left in an Easterly direction a distance of 266 feet, more or less, to a point on the edge of a lake; thence in a generally Southeasterly direction a distance of 1960 feet, more or less, to a point on a line lying 30.00 feet West of and parallel to the East line of said 1/4-1/4 section; thence in a Northerly direction along said line a distance of 113 feet, more or less, to a point; thence 90°00' to the right in an Easterly direction a distance of 30.00 feet to a point on the East line of said 1/4-1/4 section; thence 90°00' to the right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 150.00

feet to the Southeast corner of said 1/4-1/4 section; thence 0°2'48" to the right in a Southerly direction a distance of 313.00 feet to a point; thence 119°46'09" to the right in a Northwesterly direction a distance of 676.92 feet to a point; thence 76°15'36" to the left in a Southwesterly direction a distance of 166.93 feet to a point; thence 68°38'40" to the right in a Northwesterly direction a distance of 157.66 feet to a point; thence 80°48' to the left in a Southwesterly direction a distance of 189 feet, more or less, to a point on the edge of a lake; thence in a generally Northwesterly direction along the edge of the lake a distance of 620 feet, more or less, to a point; thence in a Westerly direction a distance of 83 feet, more or less, to a point on the West line of the SW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West; thence 90°00' to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 463.17 feet to the point of beginning.

PARCEL II:

A 60 foot non-exclusive roadway easement for ingress and egress to East Inverness Parkway as described in the instrument recorded in Real Volume 28, page 673, in the Probate Office of Shelby County, Alabama being situated in Shelby County, Alabama.

PARCEL III:

An easement for, and the right to construct and maintain, a limited access roadway and temporary construction access, as set out in the Access Roadway Easement dated December 7, 1995 from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. 1995-36410 in the Probate Office of Shelby County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:

Begin at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and run in a Westerly direction along the South line of said 1/4-1/4 section a distance of 80.00 feet to a point; thence right in a Northeasterly direction a distance of 93 feet, more or less, to a point on the East line of said 1/4-1/4 section; said point being 50.04 feet Northerly of the Southeast corner of said 1/4-1/4 section; thence right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 50.04 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

PARCEL IV:

An easement for, and right to construct and maintain, a dam embankment as set out in the Dam Embankment Easement dated December 7, 1995, from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. 9514/1348 in the Probate Office of Jefferson County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:

Commence at the Southeast corner of the SE 1/4 of the SW 1/4 of Section 25, Township 18 South, Range 2 West, and run in a Northerly direction a distance of 34.86 feet to the POINT OF BEGINNING; thence continue in a Northerly direction along the last stated course a distance of 558.69 feet to a point; thence 170°11'13" to the left in a Southwesterly direction a distance of

245.83 feet to a point; thence $17^{\circ}21'18''$ to the left in a Southeasterly direction a distance of 319.22 feet to the POINT OF BEGINNING, being situated in Jefferson County, Alabama.

PARCEL V:

A perpetual, non-exclusive easement for operation of the drain valve and for maintenance of the Dam Embankment as set out in the Extended Dam Embankment Easement Agreement, dated August 27, 1998 from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument Number 9811/2851 in the Probate Office of Jefferson County, Alabama and subject to the indemnity set out therein, over and across the following described parcel:

Commence at the Southeast corner of the SE 1/4 of the SW 1/4 of Section 25, Township 18 South, Range 2 West and run in a Northerly direction a distance of 34.86 feet to the POINT OF BEGINNING; thence $7^{\circ}32'31''$ to the left in a Northwesterly direction a distance of 319.22 feet to a point; thence $17^{\circ}21'18''$ to the right in a Northeasterly direction a distance of 245.83 feet to a point on the East line of said 1/4-1/4 section; thence $9^{\circ}48'47''$ to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 205.36 feet to a point; thence $170^{\circ}11'13''$ to the left in a Southwesterly direction a distance of 453.52 feet to a point; thence $17^{\circ}21'18''$ to the left in a southeasterly direction a distance of 319.78 feet to a point; thence $82^{\circ}13'41''$ to the left in an Easterly direction a distance of 35.32 feet to the POINT OF BEGINNING; being situated in Jefferson County, Alabama.

PARCEL VI:

Embankment Access & Sewer Limit Easement

The Embankment Access Easement, a perpetual, non-exclusive, easement for vehicular and pedestrian ingress and egress, as set out in the Embankment Access and Sewer Line Easement Agreement by and between The Water Works and Sewer Board of the City of Birmingham and Crystal Tree I Limited Partnership, dated August 27, 1998, recorded as Instrument Number 9811/2853 in the Probate Office of Jefferson County, Alabama and Instrument Number 1998-33769 in the Probate Office of Shelby County, Alabama, subject to the terms, indemnity, and provisions therein, said easement more particularly described as follows:

15 foot easement being 7.5 feet on each side of the following described line:

Commence at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 36, Township 18 South, Range 2 West, and run South along the West line of said 1/4-1/4 section a distance of 368.81 feet to a point; thence $87^{\circ}59'25''$ to the left in an Easterly direction a distance of 213.62 feet to a point; thence $106^{\circ}14'58''$ to the left in a Northwesterly direction a distance of 17.45 feet to the P.C. (point of curve) of a curve to the left having a radius of 400.00 feet and a central angle of $20^{\circ}06'01''$; thence along the arc of said curve in a Northwesterly direction a distance of 140.33 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction a distance of 88.90 feet to the P.C. (point of curve) of a curve to the right having a radius of 296.75 feet and a central angle of $31^{\circ}37'25''$; thence along the arc of said curve in a Northwesterly direction a distance of 163.79 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said

curve in a Northwesterly direction a distance of 89.83 feet to a point; thence $87^{\circ}10'23''$ to the left in a Westerly direction a distance of 46.78 feet to the POINT OF BEGINNING; thence continue along the last stated course a distance of 87.97 feet to the P.C. (point of curve) of a curve to the right having a radius of 117.01 feet and a central angle of $56^{\circ}19'33''$; thence along the arc of said curve in a Northwesterly direction a distance of 114.93 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 62.00 feet and a central angle of $53^{\circ}11'34''$; thence along the arc of said curve in a Northwesterly, Northerly and Northeasterly direction a distance of 57.56 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 148.31 feet and a central angle of $23^{\circ}34'46''$; thence along the arc of said curve in a Northeasterly direction a distance of 61.04 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 40.03 feet to the P.C. (point of curve) of a curve to the right having a radius of 150.00 feet and a central angle of $24^{\circ}17'46''$; thence along the arc of said curve in a Northeasterly direction a distance of 63.61 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 70.00 feet and a central angle of $61^{\circ}27'41''$; thence along the arc of said curve in a Northeasterly direction a distance of 75.09 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 71.29 feet to the P.C. (point of curve) of a curve to the right having a radius of 335.00 feet and a central angle of $9^{\circ}46'$; thence along the arc of said curve in a Northeasterly direction a distance of 57.10 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 250.47 feet and a central angle of $22^{\circ}45'53''$; thence along the arc of said curve in a Northeasterly, Northerly and Northwesterly direction a distance of 99.52 feet to the POINT OF ENDING.

PARCEL VII:

Lot 3 Kenley Survey, as recorded in Map Book 24, page 90, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 36 and the SW 1/4 of the SE 1/4 of Section 25, both in Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the NE 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West and run in a Westerly direction along the North line of said 1/4-1/4 section a distance of 658.08 feet to a point; thence $91^{\circ}59'05''$ to the left in a Southerly direction a distance of 223.32 feet to a point; thence $88^{\circ}03'07''$ to the left in an Easterly direction a distance of 600.00 feet to a point; thence $90^{\circ}00'$ to the right in a Southerly direction a distance of 145.81 feet to a point; thence $90^{\circ}00'$ to the left in an Easterly direction a distance of 63.44 feet to a point; thence $00^{\circ}00'13''$ to the left in an Easterly direction a distance of 207.65 feet to a point; thence $107^{\circ}23'05''$ to the left in a Northwesterly direction a distance of 33.17 feet to a point; thence $37^{\circ}27'$ to the right in a Northeasterly direction a distance of 135.37 feet to a point; thence $89^{\circ}18'30''$ to the right in a Southeasterly direction a distance of 119.33 feet to a point; thence $80^{\circ}18'$ to the left in a Northeasterly direction a distance of 14 feet, more or less, to a point on the edge of a lake; thence in a generally Northwesterly direction along the edge of said lake a distance of 620 feet, more or less, to a point; thence in a Westerly direction a distance of 83 feet, more or less, to a point on the West line of the SW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West; thence

90°00' to the left in a Southerly direction along the West line of said 1/4-1/4 section a distance of 163.54 feet to the POINT OF BEGINNING.

PARCEL VIII:

Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and run in an Easterly direction along the South line of said 1/4-1/4 section a distance of 907.79 feet to the Southwesterly right of way line of Cahaba Beach Road; thence 159°31'46" to the left in a Northwesterly direction along the Southwesterly right of way line of said road a distance of 142.98 feet to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence 20°28'14" to the left in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 565.77 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 10.00 feet to a point on a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence 90°00' to the left in a Westerly direction along a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 150.00 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 10.00 feet to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence 90°00' to the right in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 60.00 feet to a point on the West line of said 1/4-1/4 section; thence 92°12'30" to the left in a Southerly direction along the West line of said 1/4-1/4 section a distance of 50.04 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.