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Prepared by, and after recording return to:	
Ravi P. Patel, Esquire Troutman Pepper Hamilton Sanders LLP P.O. Box 1122 Richmond, VA 23218	
Source of Title: Deed Book, Page Tax Parcel Number(s): 10-1-01-0-001-003.011 10-1-01-0-001-003.012	
	Space Above for Recorder's Use

MEMORANDUM OF LOAN ASSUMPTION AND MODIFICATION AGREEMENT (Revised 2-14-2020)

Property Name: 100 Inverness Apartment Homes

MEMORANDUM OF LOAN ASSUMPTION AND MODIFICATION AGREEMENT (Revised 2-14-2020)

THIS MEMORANDUM OF LOAN ASSUMPTION AND MODIFICATION AGREEMENT ("Memorandum of Assumption") is made as of May 4, 2021 by and among FPA/WC INVERNESS, LLC, a Delaware limited liability company ("Original Borrower"), 100 INVERNESS DE PROPERTY LLC, a Delaware limited liability company ("New Borrower"), GREGORY A. FOWLER, GREGORY A. FOWLER LIVING TRUST, and WC INVESTORS LIMITED PARTNERSHIP, a New Jersey limited partnership ("Original Guarantor"), GEORGE L. RENZ, LAURA L. RENZ, RENZ LIVING TRUST, DATED DECEMBER 30, 2017, DANIEL J. BRISSE, MELISSA R. BRISSE, BRISSE LIVING TRUST, DATED JULY 14, 2014, RESTATED SEPTEMBER 22, 2016, TOM LAFFERTY, AJAI SHARMA, MIKE HARDAGE, MICHAEL ROEDER and RICHARD CHILDS ("New Guarantor" and collectively with Original Borrower, New Borrower and Original Guarantor, "Borrower Parties"), and U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE SECURITIES, INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2019-K100 ("Lender").

RECITALS

- A. Original Borrower obtained a mortgage loan from Berkadia Commercial Mortgage LLC, a Delaware limited liability company ("Original Lender") in the original principal amount of \$25,935,000.00 ("Loan").
- B. Lender is the current owner and holder of the Loan, which is evidenced by a Multifamily Note dated August 22, 2019, made by Original Borrower and payable to Original Lender (as amended, restated. replaced. supplemented or otherwise modified from time to time, "Note") and a Multifamily Loan and Security Agreement dated the same date as the Note by and between Original Borrower and Original Lender (as amended from time to time, including by this Assumption Agreement, "Loan Agreement").
- C. The Loan is secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement (as amended, restated, replaced, supplemented or otherwise modified from time to time, "Security Instrument") of even date with the Note, which is recorded in the land records of the Property Jurisdiction as Instrument No. 20190823000310740, assigned to Federal Home Loan Mortgage Corporation by Instrument 20190823000311520, assigned to US Bank National Association as trustee for the registered holders of Wells Fargo Commercial Mortgage Securities Inc Multifamily Mortgage Pass Through Certificates Series 2019-K100 in Instrument 20191119000430540, in the Probate Office of Shelby County, Alabama. which encumbers the Land more particularly described on Exhibit A to this Memorandum of Assumption, together with all other real and personal property encumbered by the Security Instrument and the other Loan Documents ("Mortgaged Property").
- D. Each of the undersigned parties is a party to a Loan Assumption and Modification Agreement dated May 4, 2021 ("Assumption Agreement") pursuant to which, among other things, Lender has agreed to consent to transfer of the Mortgaged Property to New

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 3/20

Borrower and the assumption by New Borrower of the Note, the Loan Agreement, the Security Instrument and the other Loan Documents (as defined in the Assumption Agreement) and New Borrower has agreed to assume all of Original Borrower's rights, obligations and liabilities created or arising under the Loan Documents.

- 1. Assignment and Assumption. The undersigned parties agree that all obligations under the Note, the Loan Agreement, the Security Instrument and the other Loan Documents (as defined in the Assumption Agreement) secured by the Mortgaged Property described on Exhibit A, have been assumed by New Borrower upon the terms and conditions set forth in the Assumption Agreement. All provisions of the Assumption Agreement are by this reference incorporated into and made a part of this Memorandum of Assumption.
- 2. Counterpart Originals. This Memorandum of Assumption may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original and all of which taken together will be deemed to be one and the same instrument.
- 3. Modification of Security Instrument. New Borrower and Lender agree that the provisions of the Security Instrument are modified as set forth in Exhibit B attached hereto and incorporated herein by reference.
- 4. State Specific Requirements. Not Applicable.

Attached Exhibits. The following Exhibits, if marked with an "X", are attached to this Assumption Agreement:

Exhibit A Legal Description of the Land (required)
 Exhibit B Modifications to Security Instrument

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

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 4/20

ORIGINAL BORROWER:

FPA/WC INVERNESS, LLC, a Delaware limited liability company

By:

Michael B. Earl Vice President

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	CALIFORN	NIA		
County of	ORANG	E		
On Mass			before me,	N. Dubonnet, Notary Public
				(Insert Name and Title of the Officer)
personally ar	peared Mic	chael B.	Earl, who pro	oved to me on the basis of satisfactory evidence to
be the person	n(s) whose i	name(s)	is/are subscri	bed to the within instrument and acknowledged to
me that he/s	she/they exe	ecuted th	ne same in h	is/her/their authorized capacity(ies), and that by
	~			e person(s), or the entity upon behalf of which the

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.

person(s) acted, executed the instrument.

Signature

N. DUBONNET

Notary Public - California

Orange County

Commission # 2251912

My Comm. Expires Aug 29, 2022

ORIGINAL GUARANTOR:
The state of the s
Gregory A. Fowler
Marked Control of the

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.

CALIFORNIA

State of_

County of	ORANGE	<u></u>		
On March	30,2021	_ before me,		et, Notary Public me and Title of the Officer)
to be the person me that he/she/ his/her/their sig	(s) whose name(s /they executed the	is/are subscribe same in his instrument the	bed to the within s/her/their author	the basis of satisfactory evidence instrument and acknowledged to rized capacity(ies), and that by entity upon behalf of which the
·	PENALTY OF graph is true and c		der the laws of	the State of California that the
WITNESS my l	hand and official	seal.		
Signature			(Seal)	N. DUBONNET Notary Public - California Orange County Commission # 2251912 My Comm. Expires Aug 29, 2022

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 6/20

ORIGINAL GUARANTOR:

GREGORY A. FOWLER LIVING TRUST

y: Gregory A. Fowler

Trustee

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	· ····································	
County of	ORANGE		
On Marc	h 30, 2021	before me,	N. Dubonnet, Notary Public
			(Insert Name and Title of the Officer)
personally ap	peared Gregory A	. Fowler, who	proved to me on the basis of satisfactory evidence
		·	bed to the within instrument and acknowledged to

personally appeared <u>Gregory A. Fowler</u>, 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 (Seal)

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 7/20

ORIGINAL GUARANTOR:

WC INVESTORS LIMITED PARTNERSHIP, a

New Jersey limited partnership

By: WC Management, LLC, a New Jersey limited liability company, its General Partner

By: Michael B. Earl
Authorized Person

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 <u>CALIFORNIA</u>	
County of ORANGE	N. Dubonnet, Notary Public
On March 30, 2021 before me	,
personally appeared Michael B. Earl, who be the person(s) whose name(s) is/are subsome that he/she/they executed the same in	(Insert Name and Title of the Officer) proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to his/her/their authorized capacity(ies), and that be the person(s), or the entity upon behalf of which the
certify under PENALTY OF PERJURY foregoing paragraph is true and correct.	under the laws of the State of California that th
WITNESS my hand and official seal.	
Signature Clelle	N. DUBONNET Notary Public - California Orange County Commission # 2251912 My Comm. Expires Aug 29, 2022

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 8/20

NEW BORROWER:

100 INVERNESS DE PROPERTY LLC, a Delaware limited liability company

Notary Public

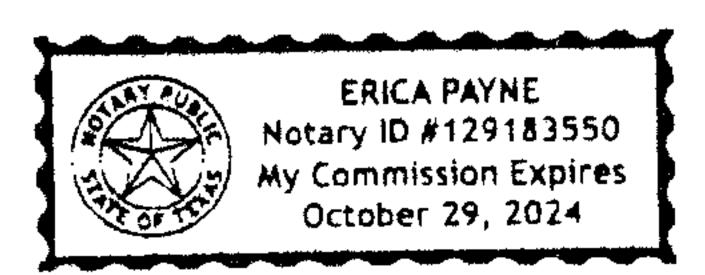
Authorized Signatory

STATE OF TEXAS, Dallas County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ajai Sharma, whose name as Authorized Signatory of 100 Inverness DE Property 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 said instrument, he/she as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said 100 Inverness DE Property, LLC.

Given under my hand this the 26th day of April ,2021.

(SEAL)



My commission expires: 10-29-2024

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 9/20

NEW GUARANTOR:

NEW GUARANTOR:

NEW GUARANTOR:

RENZ LIVING TRUST, DATED DECEMBER 30, 2017

George L. Renz Trustee

By: Laura L. Renz

Trustee

[NOTARIAL TO FOLLOW ON SEPARATE PAGE]

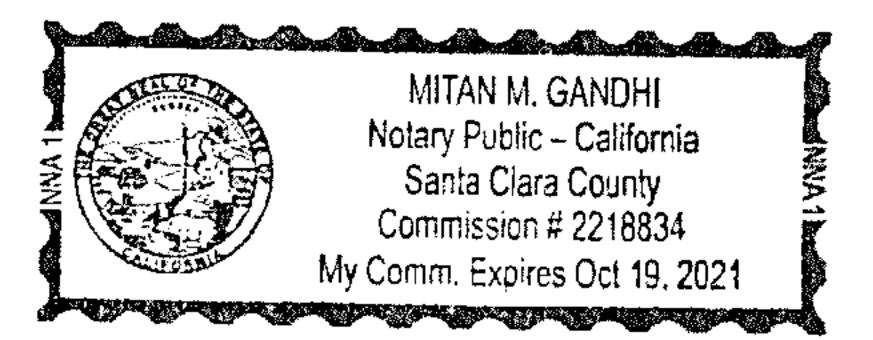
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STATE OF California, Santa Clara County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George L. Renz, whose name as Guarantor, individually and as Trustee of the Renz Living Trust, Dated December 30, 2017, 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/she as such Guarantor, individually and as Trustee and with full authority, executed the same voluntarily for and on his/her behalf, and as the act of said Renz Living Trust, Dated December 30, 2017.

Given under my hand this the 01 day of April ,2021.

(SEAL)



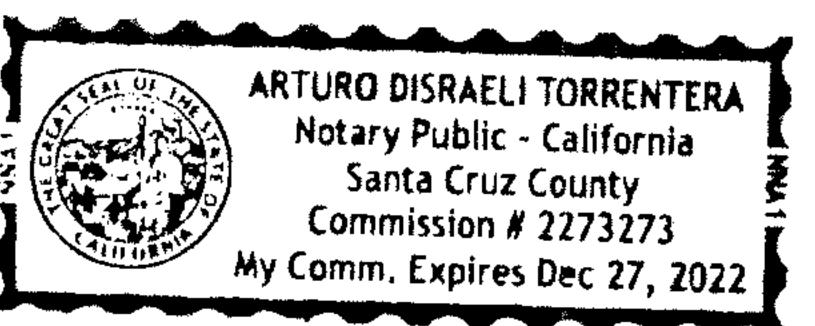
My commission expires: Oct 19, 2021

STATE OF Colornia, Sania Vuz. County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Laura L. Renz, whose name as Guarantor, individually and as Trustee of the Renz Living Trust, Dated December 30, 2017, 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/she as such Guarantor, individually and as Trustee and with full authority, executed the same voluntarily for and on his/her behalf, and as the act of said Renz Living Trust, Dated December 30, 2017.

Given under my hand this the other day of Aprice, 2021.

(SEAL)



Notary Public

My commission expires: Dec 27,

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 11/20

NEW GUARANTOR:

Daniel J. Brisse

NEW GUARANTOR:

Melissa R. Brisse

NEW GUARANTOR:

BRISSE LIVING TRUST, DATED JULY 14, 2014, RESTATED SEPTEMBER 22, 2016

By:_

Daniel J. Brisse

Trustee

Melissa R. Brisse

Trustee

[NOTARIAL TO FOLLOW ON SEPARATE PAGE]

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 12/20

STATE OF Washing. Cult County ss:
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel J. Brisse, whose name as Guarantor, individually and as Trustee of the Brisse Living Trust, Dated July 14, 2014, Restated September 22, 2016, 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/she as such Guarantor, individually and as Trustee and with full authority, executed the same voluntarily for and on his/her behalf, and as the act of said Brisse Living Trust, Dated July 14, 2014, Restated September 22, 2016,.
AND ven under my hand this the day of
No. 157372 Cah aw leache Notary Public My'commission expires: 1/15/24
STATE OF Wushingh, Clark County ss:
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Melissa R. Brisse, whose name as Guarantor, individually and as Trustee of the Brisse Living Trust, Dated July 14, 2014, Restated September 22, 2016,, 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/she as such Guarantor, individually and as Trustee and with full authority, executed the same voluntarily for and on his/her behalf, and as the act of said Brisse Living Trust, Dated July 14, 2014, Restated September 22, 2016,.
 Dated July 14, 2014, Restated September 22, 2016,. ANN Lawer under my hand this the day of
No. 157372 No. 157372 Loch aw lender
OF WASHING Notary Public Notary Public Notary Public Notary Public

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 13/20

NEW GUARANTOR:

	•				
STATE OF	Texas,	<u>(0111)</u>	County ss:		
Tom Lafferty, to me, acknow	, whose name as G vledged before me	uarantor, is signed on this day, that be	or said County in said to the foregoing instring informed of the concept the concept the concept the same volume.	ument, and who is ontents of said instr	knowr ument
Given	under my hand th		f APN . 20	2	
(SEAL)	AV Enotary i Ecomm Nota	ANIBEN PATEL Jublic, State of Texas Expires 12-08-2023 IVID 128814960	Made		
		Constitution and the property of the constitution of the constitut	Note	ary Public	######################################
My commissi	on expires: 12-	08-2023			

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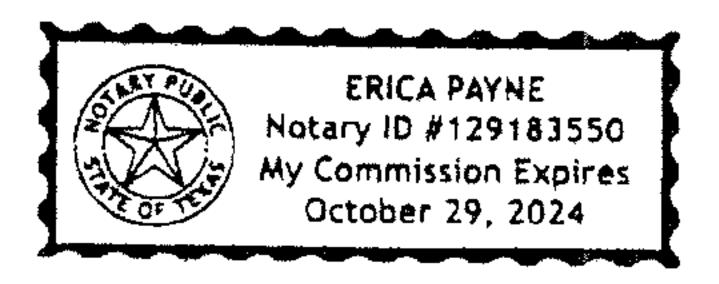
NEW GUARANTOR:

STATE OF TOPOS, DOMAS County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ajai Sharma, whose name as Guarantor, 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/she as such Guarantor and with full authority, executed the same voluntarily for and on his/her behalf.

Given under my hand this the 5th day of April , 2021.

(SEAL)



My commission expires: 10-29-2024

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 15/20

NEW GUARANTOR:

Mike Hardage

STATE OF	Texus	and the state of t	Harris	County	ss:		
I, the Mike Hardage to me, acknow he/she as such behalf.	e, whose nam vledged befor	e as Guarar e me on thi	ntor, is sign is day, that l	being informe	going instrumed of the cont	nent, and who	o is known nstrument,
Given	under my ha	nd this the	day	of April	. <u>2021</u>	•	
(SI Alvayous of the state of th	SETH MIT Notary Public, S Comm. Expires Notary ID 1	tate of Texas 10-16-2024		Add	Motary Notary	W Public	·
My commissi	ion expires:	0/16/	24				

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20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 16/20

NEW GUARANTOR:

Michael Roeder
11
STATE OF MINNESOTY, HENNEPIN County ss:
I, the undersigned, a Notary Public in and for said County in said State, hereby certify the Michael Roeder, whose name as Guarantor, is signed to the foregoing instrument, and who is nown to me, acknowledged before me on this day, that being informed of the contents of sainstrument, he/she as such Guarantor and with full authority, executed the same voluntarily fond on his/her behalf.
Given under my hand this the $\frac{\int_{-\infty}^{\infty} day \text{ of } APRIL}{2021}$, 2021.
MICHAEL GORDON WALKER NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 01/31/2025 MUCHAEL GORDON WALKER NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 01/31/2025
Notary Public Iv commission expires: 1/31/2025

20210505000223560 05/05/2021 10:03:24 AM ASSUMAGR 17/20

Notary Public

Richard Childs

NEW GUARANTOR:

STATE OF TOURS, Wants S:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard Childs, whose name as Guarantor, 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/she as such Guarantor and with full authority, executed the same voluntarily for and on his/her behalf.

Given under my hand this the day of and .

(SEAL)

JULIE MALAMUD
Notary ID #125821459
My Commission Expires
June 4, 2023

My commission expires: June 4,003

LENDER:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE SECURITIES, INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2019-K100

By: Wells Fargo Bank, National Association, a national banking association, as Master Servicer

By: Berkadia Commercial Mortgage LLC, a Delaware limited liability company, as Sub Servicer

Name: KKIS-thich. 41velo
Authorized Representative

STATE OF ENNSYMANIA, MONTOOMERY County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that KRISTIB A. ANATO, whose name as Authorized Representative of Berkadia Commercial Mortgage LLC, a Delaware limited liability company, acting as Sub Servicer of Wells Fargo Bank, National Association, a national banking association, acting as Master Servicer of U.S. Bank National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2019-K100, 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/she as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of said U.S. Bank National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2019-K100.

Given under my hand this the 3/57 day of 14/15, 202/1.

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

Margaret Benner, Notary Public Horsham Twp., Montgomery County My Commission Expires Oct. 6, 2021

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My commission expires: Dt. 6, 202/

EXHIBIT A TO MEMORANDUM OF ASSUMPTION

LEGAL DESCRIPTION OF LAND

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

All that piece or parcel of land lying in Section 1, Township 19 South, Range 2 West in Shelby County, Alabama, on the Northwest side of Valleydale Road (County Road #17) and more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 19 South, Range 2 West, and run North 00°44'20" West along the West line of said Section a distance of 736.29 feet to a point on the Northwest right of way line of Valleydale Road; thence running North 36°51'30" East and along the Northwest right of way line of Valleydale Road a distance of 461.00 feet to the point of beginning of a curve to the right having a central angle of 13°18'50" a radius of 1949.86 feet, and an arc of 453.09 feet; thence continuing along said arc a distance of 453.09 feet to a point; thence tangent to the last described curve and North 50°10'20" East a distance of 55.39 feet to the point of beginning of a curve to the left having a central angle of 14°56'50", a radius of 2824.79 feet and an arc of 736.93 feet; thence continuing along said arc a distance of 736.93 feet to a point; thence tangent to the last described curve and North 35°13'30" East a distance of 148.23 feet to a point on the Northwest right of way line of Valleydale Road and the point of beginning of the composite description of Phase I and II of Inverness Apartments; thence running with the Northwest margin of Valleydale Road (County Road 17) South 34°21'15" West for 27.01 feet to an iron bar found; thence leaving Valleydale Road and running with property of LaPetite Academy North 86°38'06" West for 255.49 feet (passed iron pin at 117.11. feet) to an iron pin; thence with property of Meobes and Haywood for two courses to-wit: North 26°16'07" East for 73.82 feet to an iron pin; thence North 43°17'54" West for 330.72 feet to an iron pin; thence running with property of Metropolitan Life Insurance Company along Fairway #14 and 13 for four (4) courses to-wit: North 07°41'55" East for 602.64 feet to an iron pin; thence North 03°22'27" West for 72.62 feet to an iron pin; thence North 26°07'37" West for 232.88 feet to an iron pin; thence North 02°03'53" East for 62.89 feet to a point in or near the water line of Lake Heather (AKA Inverness Lake); said property being the beginning of a traverse line of the 496 foot contour of Lake Heather which is the true boundary line; thence with the traverse line of the 496 foot contour for twenty-nine (29) courses to-wit: North 20°03'23" East for 108.45 feet to a point; thence North 01°41'53" East for 71.25 feet to a point; thence North 80°14'23" East for 50.16 feet to a point; thence North 40°00'53" East for 36.03 feet to a point; thence North 45°02'37" West for 44.67 feet to a point; thence North 05°14'23" East for 128.67 feet to a point; thence North 22°52'53" East for 81.60 feet to a point; thence North 86°13'23" East for 71.18 feet to a point; thence South 37°59'07" East for 67.85 feet to a point; thence North 58°20'23" East for 164.45 feet to a point; thence North 44°46'23" East for 116.75 feet to a point; thence South 38°17'07" East for 56.17 feet to a point; thence South 12°17" 07" East for 44.50 feet to a point; thence South 77°33'07" East for 158.75 feet to a point; thence North 61°18'53" East for 144.47 feet to a point; thence South 74°05'07" East for 79.17 feet to a point; thence South 22°58'37" East for 69.97 feet to a point; thence South 10°12'37" East for 100.14 feet to a point; thence South 46°01'07" East for 64.83 feet to a point; thence North 03°29'35" East for 5.68 feet to a point; thence South 87°06'00" East for 146.25 feet to a point; thence North 51°34'16" East for 94.14 feet to a point; thence North 21°13'13" East for 171.10 feet to a point, thence North 66°55'18" East for 125.00 feet to a point, thence South 63°52'39" East for 115.83 feet to a point; thence North 09°41'42" West for 49.45 feet to a point; thence North 74°52'56" East for 23.20 feet to a point; thence North 51°09'29" West for 80.97 feet to a point; thence North 46°53'52" West for 11.43 feet to an iron pin; thence leaving 496 contour and running with property of Metropolitan Life Insurance Company due East (South 90°00'00" East) for 231.01 feet to an iron pin on the Northwestern margin of Valleydale Road (County Road 17); thence running with the Northwestern margin of Valleydale Road for three (3) courses to-wit: South 16°16'20" West for 69.40 feet to a point; thence a curve to the left with a chord bearing of South 25°46'21" West for 696.06 feet (R=2108.59 feet; L=699.26 feet) to a point; thence South 35°13 30" West for 1417.11 feet to the place and Point of Beginning.

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EXHIBIT B TO MEMORANDUM OF ASSUMPTION

MODIFICATIONS TO SECURITY INSTRUMENT

Modifications to Security Instrument. The Security Instrument is amended as follows:

- 1. All references to Borrower or "grantor" will be deemed to refer to New Borrower.
- 2. The business address of Borrower set forth in the Preamble paragraph on Page 1 of the Security Instrument is amended to read as follows:

100 Inverness DE Property LLC 1418 Sante Fe Trail Irving, Texas 75063 Attention: Ajai Sharma

The organizational identification number of Borrower set forth in the Preamble paragraph on Page 1 of the Security Instrument is amended to read as follows: 5392642.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/05/2021 10:03:24 AM
\$94.00 CHERRY

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