

CROSS REFERENCE TO:

Inst. No. 20160817000294360
Office of the Judge of Probate
Shelby County, Alabama

20210830000420500
08/30/2021 09:15:46 AM
MORTAMEN 1/4

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING, RETURN TO:**

William F. Potts, Jr.
Parker Poe Adams & Bernstein LLP
One Bank of America Tower
620 South Tryon Street, Suite 800
Charlotte, NC 28202

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

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), is made effective as of August 16, 2021, by **BRANCH INVERNESS ASSOCIATES, LP**, a Delaware limited partnership ("Mortgagor"), and **CITIZENS BANK, NATIONAL ASSOCIATION**, a national banking association ("Mortgagee");

WITNESSETH:

A. Pursuant to that certain Loan Agreement dated as of August 16, 2016, by and between Mortgagor and Mortgagee, as modified by that certain First Loan Modification Agreement dated as of April 29, 2020 (the "First Loan Modification Agreement") by and between Mortgagor, Mortgagee and Branch Retail Partners, LP, a Delaware limited liability company (the "Loan Agreement"), Mortgagee agreed to make a loan in the original principal amount up to \$37,500,000.00 to Mortgagor, as evidenced by that certain Promissory Note dated the same date as the Loan Agreement, executed by Mortgagor and payable to the order of Mortgagee in the original principal amount of \$37,500,000.00.00, as modified by the First Loan Modification Agreement (the "Note"). As of the date hereof, the unpaid outstanding principal of the loan is \$33,836,430.00.

B. The Note and the Loan Agreement are secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Borrower for the benefit of Lender, dated August 16, 2016, and filed for record on August 17, 2016, as Inst. No. 20160817000294360 in the Office of the Judge of Probate of Shelby County, Alabama (as amended, supplemented, modified, restated, renewed or extended from time to time, the "Mortgage"), encumbering certain real property, improvements and personal property more particularly described therein as the Property.

C. Mortgagee and Mortgagor have entered into that certain Second Loan Modification Agreement dated of even date herewith (the "Second Loan Modification Agreement") which amends the Loan Agreement and the Note.

D. Mortgagor and Mortgagee desire to amend the Mortgage as set forth below.

E. Unless otherwise defined herein, all capitalized terms herein shall have the meanings ascribed to them in the Mortgage.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the Mortgagor and Mortgagee do hereby agree as follows:

1. The Loan Agreement and Note secured by the Mortgage have been modified as set forth in the First Loan Modification Agreement and the Second Loan Modification Agreement. Accordingly, paragraph (a) which begins on page 3 of the Mortgage is hereby amended and restated in its entirety, as follows:

“(a) “payment of the loan (the “Loan”) from Mortgagee to Mortgagor evidenced by a Promissory Note in the principal amount of Thirty-Seven Million Five Hundred Thousand and No/100 Dollars (\$37,500,000.00), dated as of August 16, 2016, made by Mortgagor to Mortgagee, as modified by that certain First Loan Modification Agreement dated as of April 29, 2020 (the “First Loan Modification Agreement”) by and between Mortgagor, Mortgagee and Branch Retail Partners, LP, a Delaware limited liability company, and that certain Second Loan Modification Agreement dated effective as of August 16, 2021 (the “Second Loan Modification Agreement”) by and between Mortgagor and Mortgagee (as the same may be further amended, modified, supplemented or restated from time to time “Note”), and all principal, interest, breakage fees, prepayment fees, if any, and other charges, Late Charges (as defined in the Loan Agreement hereinafter defined), loan fees, extension fees, and all other obligations of Mortgagor to Mortgagee arising under or evidenced by (i) the Note, (ii) that certain Loan Agreement dated as of August 16, 2016, by and between Mortgagor and Mortgagee, as modified by the First Loan Modification Agreement and by the Second Loan Modification Agreement (as the same may be further amended, modified, restated or supplemented from time to time, the “Loan Agreement”), and (iii) the other Loan Documents (as defined in the Loan Agreement), which Note, Loan Agreement and other Loan Documents and any and all modifications, extensions, renewals and replacements thereof are by this reference hereby made a part hereof, each in accordance with the terms of the Loan Agreement;”

2. The defined term “Maturity Date” in the Loan Agreement and the Note secured by the Mortgage has been modified as set forth in the Second Loan Modification Agreement. Accordingly, the latest scheduled final maturity date of the Loan Agreement and Note as stated on page 4 of the Mortgage is hereby changed to August 16, 2024.

3. Except as amended and modified hereby, the Mortgage shall otherwise remain in full force and effect and Mortgagor hereby ratifies and affirms the same, as amended hereby. Mortgagor acknowledges that Mortgagor has no offsets, claims, counterclaims or defenses to the obligations of Mortgagor under the Mortgage, as amended hereby, or the rights of Mortgagee under the Mortgage, as amended hereby, and, to the extent that Mortgagor has any offsets, claims, counterclaims or defenses with respect to the aforesaid obligations or rights, Mortgagor hereby waives and releases such offsets, claims, counterclaims and defenses. The execution of this Amendment shall not constitute a novation of the indebtedness evidenced by the Note and the Loan Agreement and secured by the lien and security title of the Mortgage, as amended hereby. This Amendment shall be governed, construed and interpreted by the laws of the State of Alabama.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have executed this Amendment as of the day and year first written above, intending to create an instrument executed under seal.

MORTGAGOR:

BRANCH INVERNESS ASSOCIATES, LP,
a Delaware limited partnership

By: **BRANCH RETAIL GP, LLC,**
a Georgia limited liability company
its General Partner

By: *Nicholas B. Telesca* (SEAL)
Name: Nicholas B. Telesca
Title: Authorized Signatory

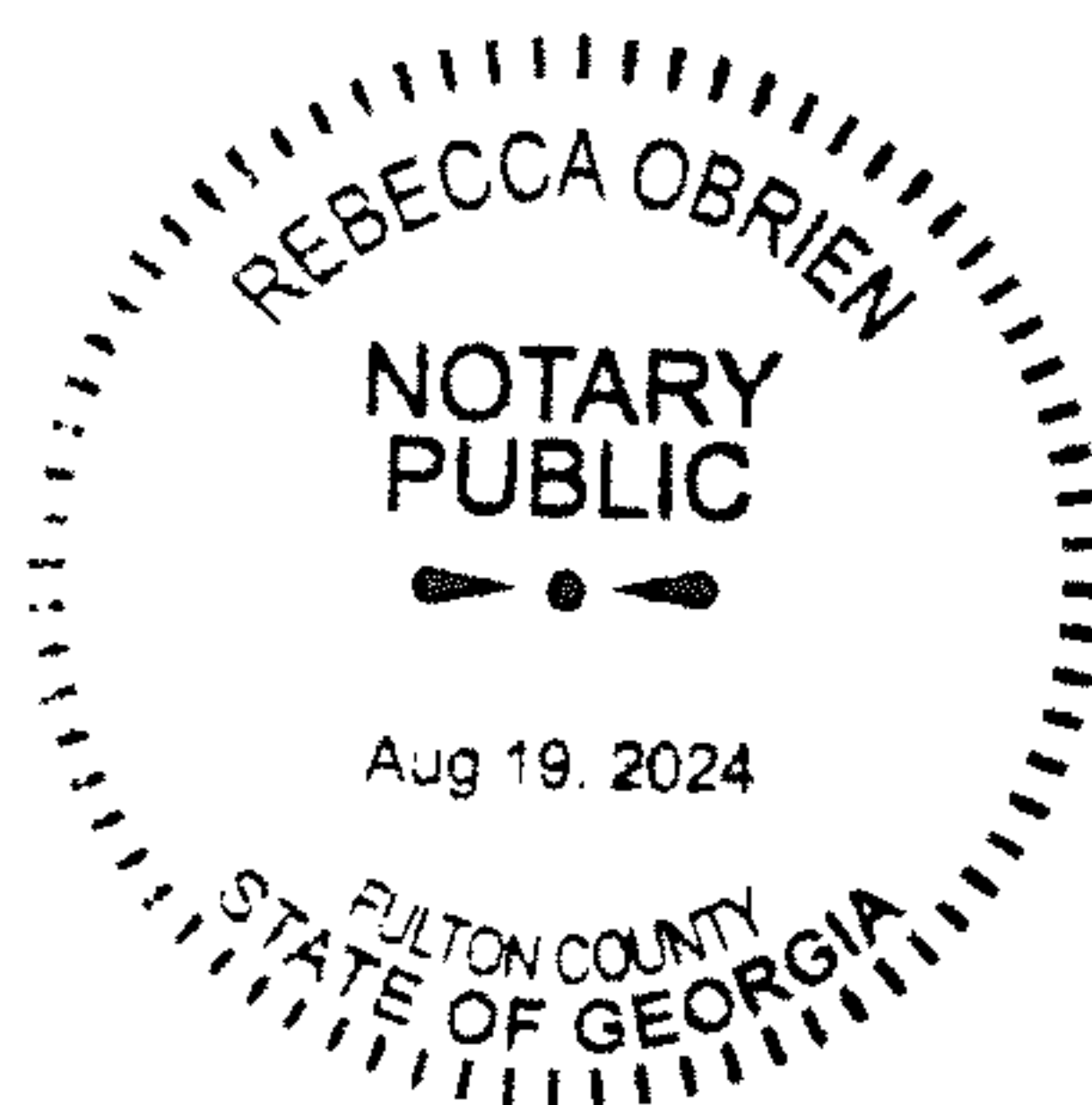
STATE OF GEORGIA

COUNTY OF FULTON
(Place of Acknowledgement)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Nicholas B. Telesca whose name as Authorized Signatory of Branch Retail GP, LLC, a Georgia limited liability company, which is the General Partner of BRANCH INVERNESS ASSOCIATES, LP, a Delaware limited partnership, 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, in his/her capacity as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said limited partnership on the day the same bears date.

Given under my hand this the 19 day of August, 2021.

(Official Seal)



Rebecca O'Brien
Official Signature of Notary

Rebecca O'Brien
Notary's Print Name
Notary Public, State and County aforesaid
Commission Expires: Aug 19, 2024

MORTGAGEE:

CITIZENS BANK, NATIONAL ASSOCIATION,
a national banking association

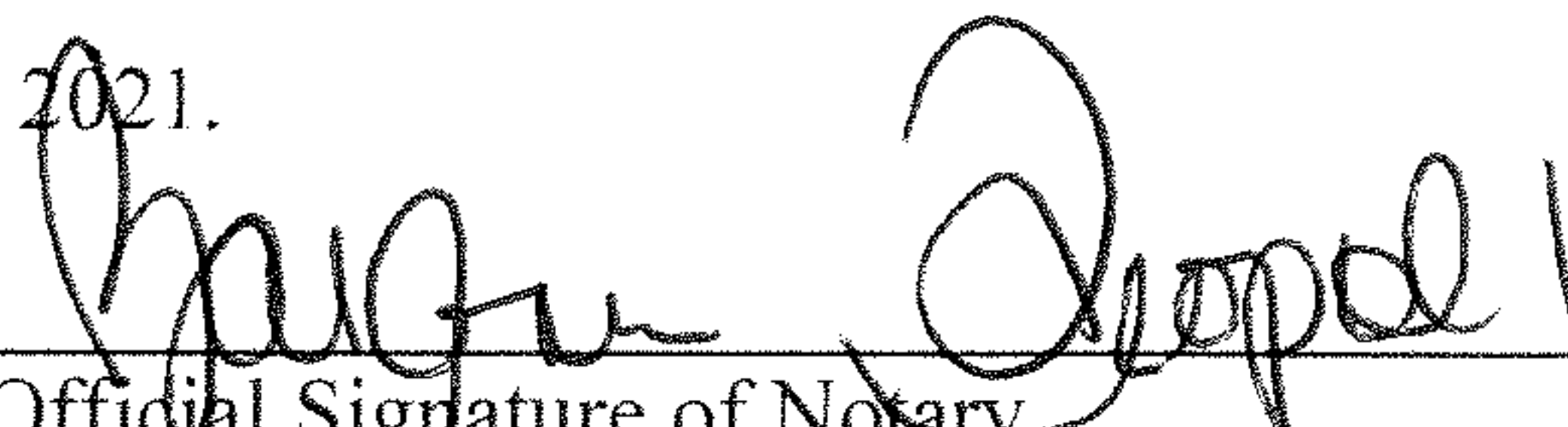
By:  (SEAL)
Name: Allan B. Ziegler
Title: Vice President

STATE OF Pennsylvania
COUNTY OF Montgomery
(Place of Acknowledgement)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Allan B. Ziegler, whose name as Vice President of Citizens Bank, National Association, a national banking association, 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, in his/her capacity as such Vice President and with full authority, executed the same voluntarily for and as the act of said national banking association on the day the same bears date.

Given under my hand this the 16th day of August, 2021.

(Official Seal)

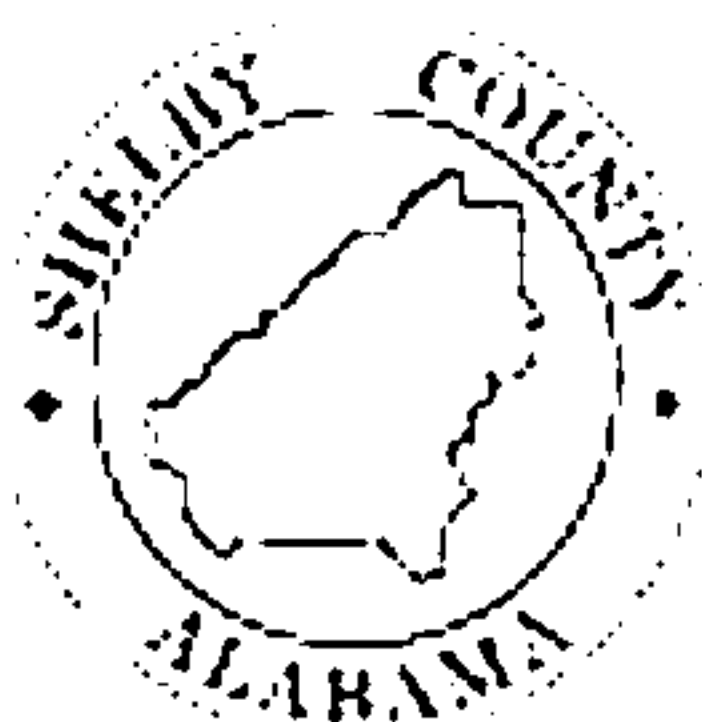

Official Signature of Notary

Barbara Leopold
Notary's Print Name

Notary Public, State and County aforesaid

Commission Expires: July 17, 2024

Commonwealth of Pennsylvania - Notary Seal
Barbara Leopold, Notary Public
Montgomery County
My commission expires July 17, 2024
Commission number 1372875
Member, Pennsylvania Association of Notaries



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/30/2021 09:15:46 AM
\$50785.75 CHERRY
20210830000420500

Allan S. Bayl