

THIS SECURITY INSTRUMENT
WAS PREPARED BY, AND UPON
RECORDING SHOULD BE
RETURNED TO:

Dwight L. Mixson, Jr.
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, Alabama 35203
Telephone: (205) 251-3000

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

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (this “**Agreement**”), is made as of the 13th day of March, 2023, by and between **HOOVER AL INVESTORS, LLC**, a Virginia limited liability company (together with its successors and assigns “**Borrower**”), whose address is c/o Smith Packett Med-Com, LLC, 4423 Pheasant Ridge Road, Suite 301, Roanoke, Virginia 24014, Attention: Hunter D. Smith, in favor of **SYNOVUS BANK**, a Georgia banking corporation, as administrative agent and mortgagee (together with its successors and assigns as mortgagee, “**Administrative Agent**”), 800 Shades Creek Parkway, Suite 325, Birmingham, Alabama 35209, Attention: Seniors Housing and Healthcare Lending.

RECITALS

A. Borrower executed and delivered to or for the benefit of Administrative Agent a Mortgage, Security Agreement and Fixture Filing dated as of May 7, 2020 (the “**Mortgage**”), recorded May 8, 2020 as Instrument Number 20200508000181360 with the Office of the Judge of Probate of Shelby County, to secure, among other things, a loan evidenced by one or more Promissory Notes in the aggregate original principal amount of up to Thirty-Six Million Nine Hundred Sixty-Seven Thousand Six Hundred Seventy-Seven and No/100 Dollars (\$36,967,677.00) (the “**Note**”). The Note is also secured by, among other things, an Assignment of Leases and Rents (the “**Assignment of Leases**”), recorded May 8, 2020 as Instrument Number 20200508000181370 with the Office of the Judge of Probate of Shelby County. *Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Mortgage.*

B. The legal description included as Exhibit A to the Mortgage and Assignment of Leases incorrectly references the name of an adjoining road bordering the Land, as defined in the Mortgage. Borrower and Administrative Agent desire to amend the Mortgage and Assignment of Leases to correct this error in the legal description.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower and Administrative Agent covenant and agree as follows:

1. The Mortgage is hereby amended to delete the legal description included in Exhibit A and insert in lieu thereof the legal description attached hereto as Exhibit A.
2. The Assignment of Leases is hereby amended to delete the legal description included in Exhibit A and insert in lieu thereof the legal description attached hereto as Exhibit A.
3. All references to the Land in the Mortgage and Assignment of Leases shall be deemed to be references to the real property described in Exhibit A attached hereto.
4. All references in other Loan Documents to the Mortgage and Assignment of Leases shall include all amendments herein.
5. No rights or priorities of Administrative Agent with respect to the Mortgage and Assignment of Leases are or will be in any manner released, destroyed, diminished or otherwise adversely affected by this Agreement.
6. Except as expressly amended, the Mortgage and Assignment of Leases shall remain in full force and effect, and the Mortgage and Assignment of Leases, as so amended, are hereby ratified and affirmed in all respects. Borrower confirms that it has no defenses or setoffs with respect to its obligations pursuant to the Mortgage or Assignment of Leases, each as amended.
7. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.


IN WITNESS WHEREOF, Borrower and Administrative Agent have caused this Agreement to be properly executed as of the date first above written.

BORROWER:

HOOVER AL INVESTORS, LLC,
a Virginia limited liability company

By: SP Hoover, LLC,
a Virginia limited liability company
Its Sole Member

By: Smith/Packett Med-Com, LLC
a Virginia limited liability company
Its Manager

BY: 
Hunter D. Smith
Its Vice Chairman Manager

STATE OF South Carolina)
COUNTY OF Charleston)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hunter D. Smith, whose name as Vice Chairman Manager of Smith/Packett Med-Com, LLC, a Virginia limited liability company, the Manager of SP Hoover, LLC, a Virginia limited liability company, the Sole Member of Hoover AL Investors, LLC, a Virginia limited liability company, is signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Vice Chairman Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as aforesaid.

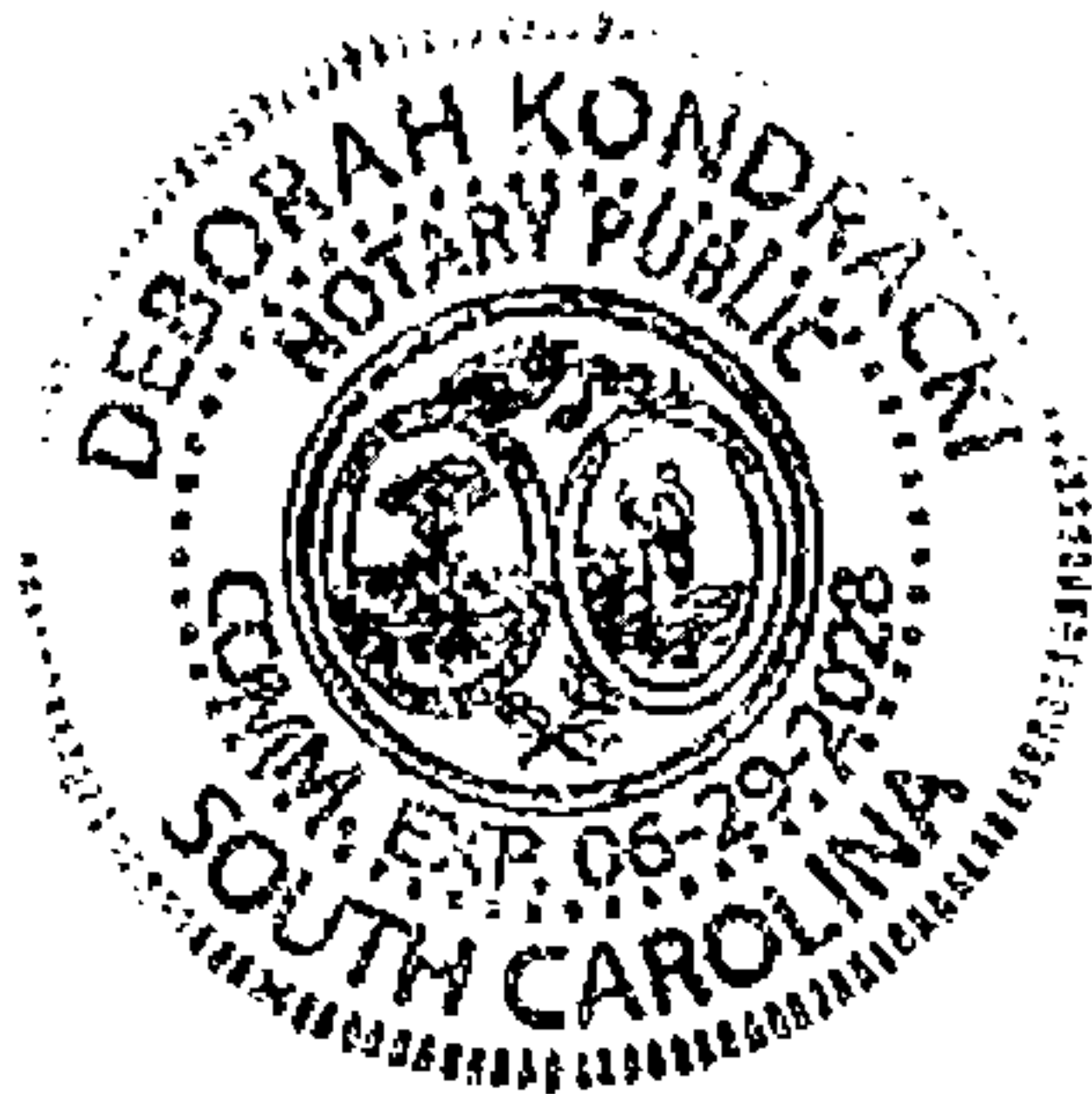
Given under my hand and seal this 28 day of September, 2022.



NOTARY PUBLIC

My Commission Expires: 06-29-2028

[NOTARIAL SEAL]



[Signatures continued on following page]

ADMINISTRATIVE AGENT:

SYNOVUS BANK,
a Georgia banking corporation

BY: *Sarah S. Duggan*
Print Name: Sarah S. Duggan
Its Exec. Director

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sarah S. Duggan, whose name as Executive Director of Synovus Bank, a Georgia banking corporation, is signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Executive Director and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as aforesaid.

Given under my hand and seal this 19th day of December, 2022.

Donna C. Phillips
NOTARY PUBLIC
My Commission Expires: 7/27/2025

[NOTARIAL SEAL]

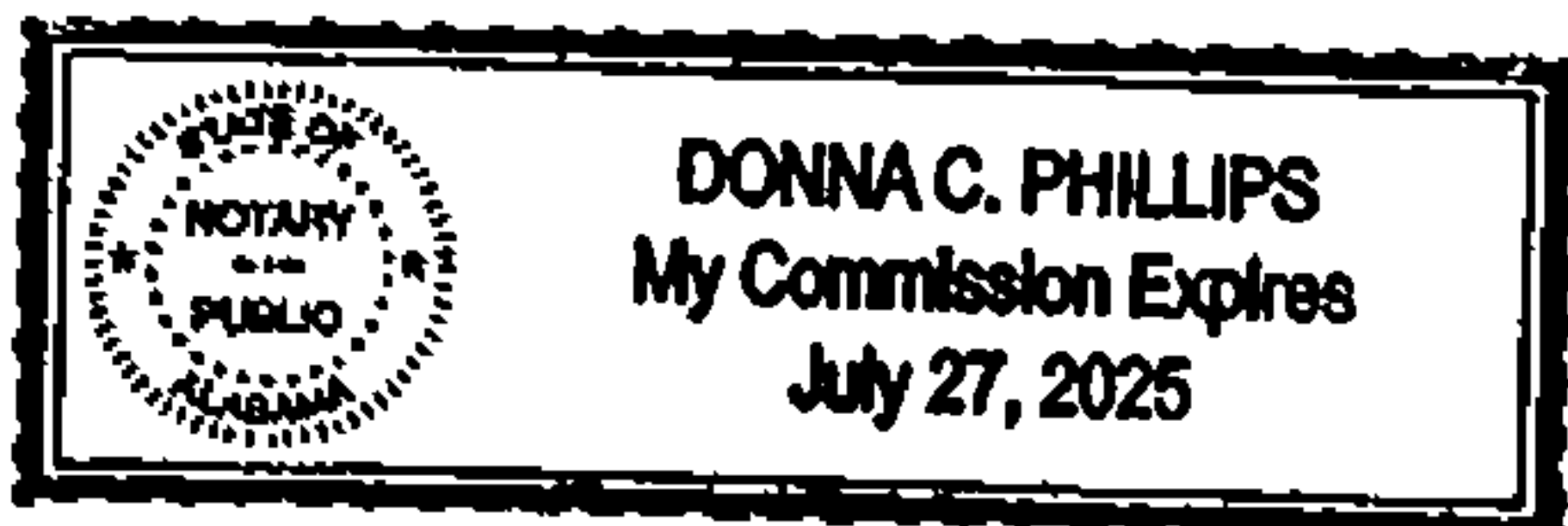


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Part of the SW 1/4 of Section 19, and part of the NW 1/4 of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From an existing iron rebar being at a point of intersection with the East right of way line of U.S. Highway No. 31 and the North right of way line of Parkway Lake Drive, as shown on a map of Parkway Lake Drive Relocation as recorded in Map Book 30, Page 61 in the Office of the Judge of Probate, Shelby County, Alabama, run in an Easterly direction along the North right of way line of said Parkway Lake Drive for a distance of 120.24 feet to an existing iron rebar being the point of beginning; thence turn an angle to the left of 94 degrees 20 minutes 50 seconds and run in a Northerly direction for a distance of 141.17 feet to an existing iron rebar; thence turn an angle to the left of 1 degree 08 minutes 07 seconds and run in a Northerly direction for a distance of 110.40 feet; thence turn an angle to the right of 53 degrees 18 minutes 50 seconds and run in a Northeasterly direction for a distance of 35.78 feet; thence turn an angle to the right of 25 degrees 40 minutes 42 seconds and run in a Northeasterly direction for a distance of 34.66 feet; thence turn an angle to the left of 12 degrees 16 minutes 36 seconds and run in a Northeasterly direction for a distance of 57.09 feet; thence turn an angle to the left of 43 degrees 20 minutes 33 seconds and run in a Northeasterly direction for a distance of 64.60 feet; thence turn an angle to the left of 118 degrees 19 minutes 41 seconds and run in a Westerly direction for a distance of 99.82 feet; thence turn an angle to the right of 21 degrees 40 minutes 26 seconds and run in a Northwesterly direction for a distance of 35.52 feet; thence turn an angle to the right of 58 degrees 03 minutes 11 seconds and run in a Northwesterly direction for a distance of 34.09 feet; thence turn an angle to the right of 11 degrees 38 minutes 07 seconds and run in a Northerly direction for a distance of 15.82 feet to a point of intersection with the East right of way line of U.S. Highway No. 31; thence turn an angle to the right of 9 degrees 13 minutes 37 seconds and run in a Northeasterly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 123.48 feet to an existing iron rebar; thence turn an angle to the right of 83 degrees 40 minutes 55 seconds and run in an Easterly direction for a distance of 628.01 feet to an existing iron rebar being on the West right of way line of Parkway River Road and being in a curve, said curve being concave in a Westerly direction and having a central angle of 9 degrees 54 minutes 46 seconds and a radius of 691.60 feet; thence turn an angle to the right (85 degrees 09 minutes 01 seconds to the chord of said curve) and run in a Southerly direction along the West right of way line of said Parkway River Road and along the arc of said curve for a distance of 119.65 feet to an existing iron rebar; thence continue in a Southerly direction along a line tangent to the end of said curve and along the West right of way line of said Parkway River Road for a distance of 16.51 feet to an existing iron rebar and the point of beginning of a new curve, said latest curve being concave in an Easterly direction and having a central angle of 2 degrees 56 minutes 26 seconds and a radius of 360.34 feet; thence turn an angle to the left and run in a Southerly direction along the West right of way line of said Parkway River Road and along the arc of said curve for a distance of 18.49 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (86 degrees 17 minutes 50 seconds from the Chord of last mentioned curve) and run in a Westerly direction for a distance of 10.48 feet to an existing

iron rebar set by Laurence D. Weygand and being on the curved Westerly right of way line of Parkway River Road, said curve being concave in a Northeasterly direction and having a central angle of 27 degrees 47 minutes 33 seconds and a radius of 443.10 feet; thence turn an angle to the left (103 degrees 57 minutes 41 seconds to the chord of said curve) and run in a Southerly and Southeasterly direction along the arc of said curve and along the West right of way line of Parkway River Road for a distance of 214.93 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (55 degrees 01 minutes 55 1/2 seconds from last mentioned chord) and run in a Southwesterly direction along the West right of way line of Parkway Lake Drive for a distance of 104.50 feet to an existing iron rebar and to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of 6 degrees 29 minutes 08 seconds and a radius of 777.04 feet; thence turn an angle to the right (36 degrees 52 minutes 42 seconds to the chord of said curve) and run in a Southwesterly direction along the arc of said curve and along the Northwest right of way line of Parkway Lake Drive for a distance of 87.96 feet to an existing iron rebar; thence run in a Southwesterly direction along the Northwest right of way line of said Parkway Lake Drive for a distance of 178.87 feet to an existing iron rebar being the point of beginning of a new curve, said latest curve being concave in a Northerly direction, having a central angle of 21 degrees 54 minutes 12 seconds and a radius of 894.01 feet; thence turn an angle to the right and run in a Southwesterly and Westerly direction along the arc of said curve and along the North right of way line of Parkway Lake Drive for a distance of 341.77 feet to an existing iron rebar; thence turn an angle to the right (46 degrees 01 minutes from the chord of last mentioned curve) and run in a Northwesterly direction along the North right of way line of Parkway Lake Drive for a distance of 83.08 feet to an existing iron rebar; thence turn an angle to the left of 30 degrees 28 minutes 17 seconds and run in a Westerly direction along the North right of way line of Parkway Lake Drive for a distance of 1.06 feet, more or less, to the point of beginning.

PARCEL 2:

Part of the SW 1/4 of Section 19 and part of the NW 1/4 of the of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Beginning at an existing iron rebar being at a point of intersection of the East right of way line of US Highway No. 31 and the north right of way line of Parkway Lake Drive as shown in a map of Parkway Lake Drive Relocation, as recorded in Map Book 30, Page 61 in the Office of the Judge of Probate of Shelby County, Alabama, run in an Easterly direction along the North line of said Parkway Lake Drive for a distance of 57.69 feet; thence turn an angle to the left of 102 degrees 16 minutes 15 seconds and run in a Northerly direction for a distance of 155.02 feet; thence turn an angle to the left of 77 degrees 34 minutes 39 seconds and run in a Westerly direction for a distance of 24.34 feet to a point on the East right of way line of US Highway No. 31; thence turn an angle to the left of 90 degrees and run in a Southerly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 151.54 feet, more or less, to the point of beginning.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 04/03/2023 10:19:51 AM
 \$38.00 BRITTANI
 20230403000091190

Allen S. Bayl