

RECORDED TO (1) AMEND MORTGAGE THAT IS ADDITIONAL COLLATERAL FOR DEBT SECURED BY COMMERCIAL MORTGAGE RECORDED MAY 25, 2016 UPON WHICH MORTGAGE TAX WAS PAID AT THE TIME OF RECORDING. SUCH PREVIOUSLY RECORDED MORTGAGE IS AMENDED BY SECOND AMENDMENT TO COMMERCIAL MORTGAGE RECORDED CONTEMPORANEOUSLY HEREWITH UPON WHICH ADDITIONAL TAX FOR INCREASE IN DEBT HAS BEEN PAID AND (2) AMEND MORTGAGE TO CORRECT NAME OF ONE MORTGAGOR.

This instrument prepared by:

Virginia S. Boliek  
McGlinchey Stafford PLLC  
2100 Southbridge Parkway, Suite 650  
Birmingham, AL 35209

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

AMENDMENT TO RESIDENTIAL MORTGAGE

THIS AMENDMENT TO RESIDENTIAL MORTGAGE (this Amendment") is made and entered into as of July 22, 2016, by ROBERT R. HUTSON, JR. ("Robert"), and KIMBERLY J. HUTSON ("Kimberly"), husband and wife ("Mortgagors"), and USAMERIBANK, a Florida banking corporation (the "Lender").

WITNESSETH:

WHEREAS, Mortgagors executed and delivered to Lender that certain Residential Mortgage dated May 18, 2016, which was recorded in the Office of the Judge of Probate of Shelby County, Alabama, on May 25, 2016, as Instrument No. 20160525000178310 (the "Mortgage"), to secure the Loan and the Obligations described therein; and

WHEREAS, Diversified Real Estate Holdings, LLC, an Alabama limited liability company ("Holdings"), Diversified Resources, Inc., a West Virginia corporation, qualified to do business in Alabama as Diversified Resources (WV), Inc., and Diversified Gas & Oil Corporation, a Delaware corporation (individually and collectively, "Borrower") have executed in favor of Lender replacement note in the principal amount of \$1,074,600 of even date herewith (the "Note");

WHEREAS, the Note and the Obligations (as defined in the Mortgage) are guaranteed by, among other guarantees, an Unconditional Guarantee of even date herewith from Robert and an Unconditional Limited Guarantee of even date herewith from Kimberly (collectively, the "Mortgagors' Guaranties"); and

WHEREAS, Mortgagors and Lender have agreed to amend the Mortgage to provide, among other things, that the Residential Mortgage secures the obligations of Mortgagors under their Guaranties.

**NOW THEREFORE**, it is hereby agreed by Mortgagor and Lender that the Mortgage be and hereby is further amended as follows:

1. **Mortgagors.** Kimberly J. Hutson is one and the same person as Kimberly H. Hutson. The term "Mortgagors" as used in the Mortgage shall mean "Robert R. Hutson, Jr., and Kimberly J. Hutson.

2. **Definitions.** The following terms used in the Mortgage shall have the meanings set forth below:

(a) "Note" shall mean the Note of even date herewith in the principal amount of \$1,074,600, executed by Borrower in favor of Lender.

(b) "Loan" shall mean the principal amount of \$1,074,600, evidenced by the Note.

(c) "Borrower" shall mean the Borrower as defined in the Recitals above.

(d) "Commercial Mortgage" shall mean that certain Commercial Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated May 18, 2016, which was recorded in the Office of the Judge of Probate of Shelby County, Alabama, on May 25, 2016, as Instrument No. 20160525000178300, which was amended by Holdings and Lender in that certain Amendment to Mortgage dated June 23, 2016, recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20160624000218710, and further amended in that certain Second Amendment to Commercial Mortgage dated of even date herewith to be recorded in the Office of the Judge of Probate of Shelby County, Alabama contemporaneously herewith.

3. **Obligations Secured by Mortgage.** The "Obligations" secured by the Mortgage shall be amended and restated to read as follows:

(a) the obligations the Mortgagors under their Guaranties, including, but not limited to, the obligation to pay the principal of and interest on the Note and all late charges and other sums due or to become due under the Note and all reasonable attorneys' fees ("Attorneys' Fees") and other costs of collection in accordance with the terms thereof;

(b) any amounts expended or advanced by Lender under this Mortgage, the Commercial Mortgage or the other Loan Documents (as defined in the Commercial Mortgage) or otherwise with respect to the care or preservation of the Mortgaged Property hereunder or under the Commercial Mortgage, the exercise of Lender's rights hereunder, under the Commercial Mortgage, or under any of the other Loan Documents or the enforcement of the Loan Documents; and

(c) all renewals, extensions and modifications of the Loan, and all refinancings of any part of the Loan.

4. **SBA Language.** The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

(b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

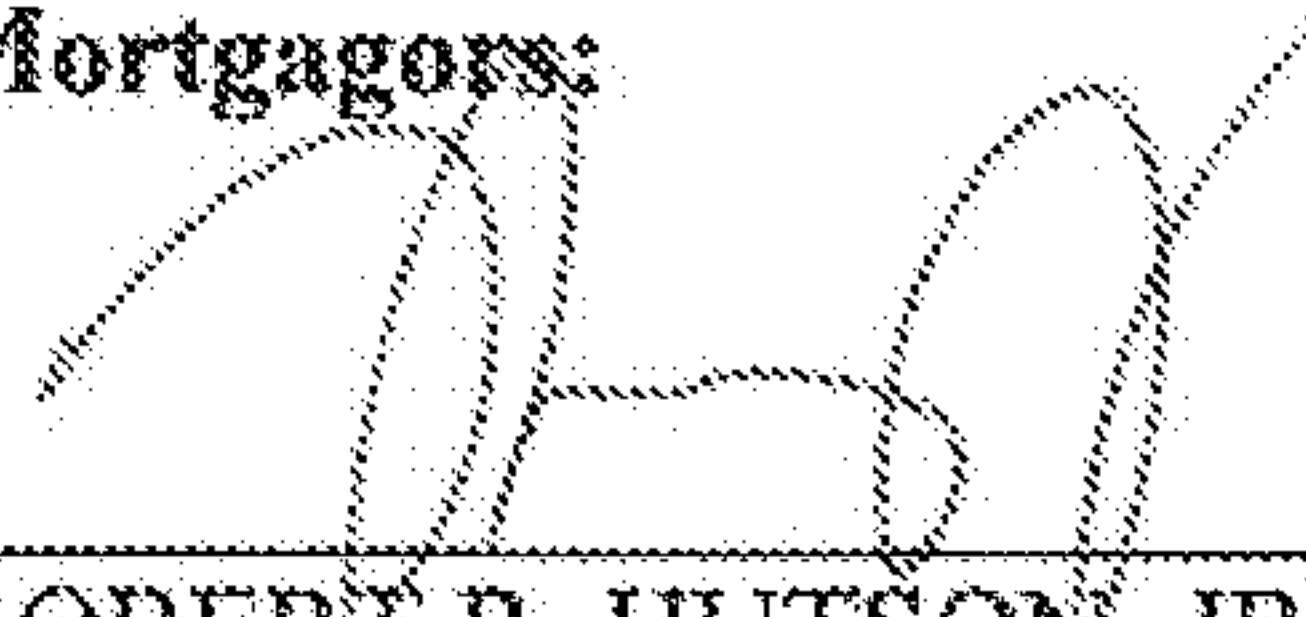
Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

5. **Effect of Amendment.** Except as amended by this Amendment, the Mortgage shall remain in full force and effect, enforceable in accordance with its terms.

[signatures begin on following page]

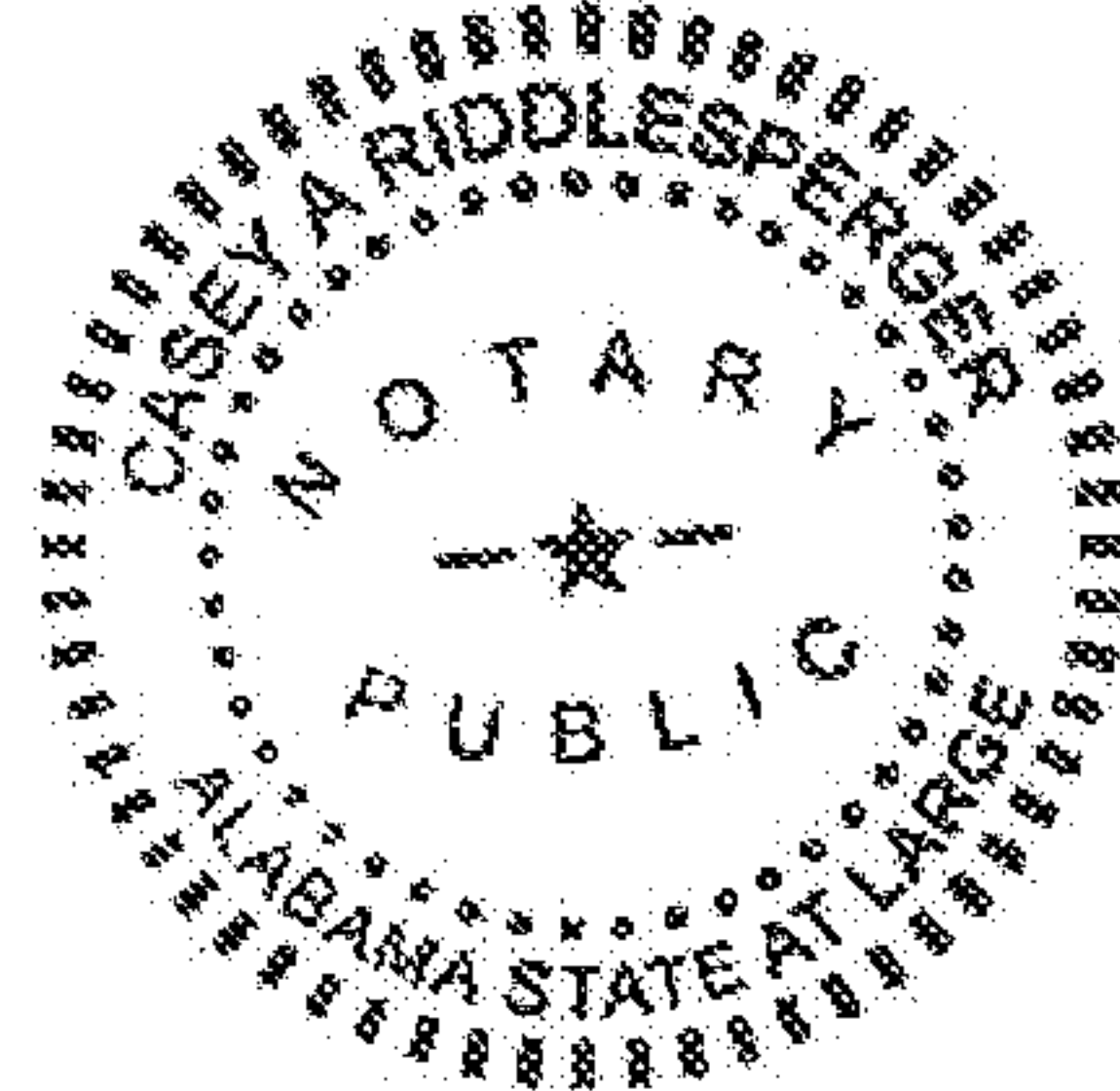
IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

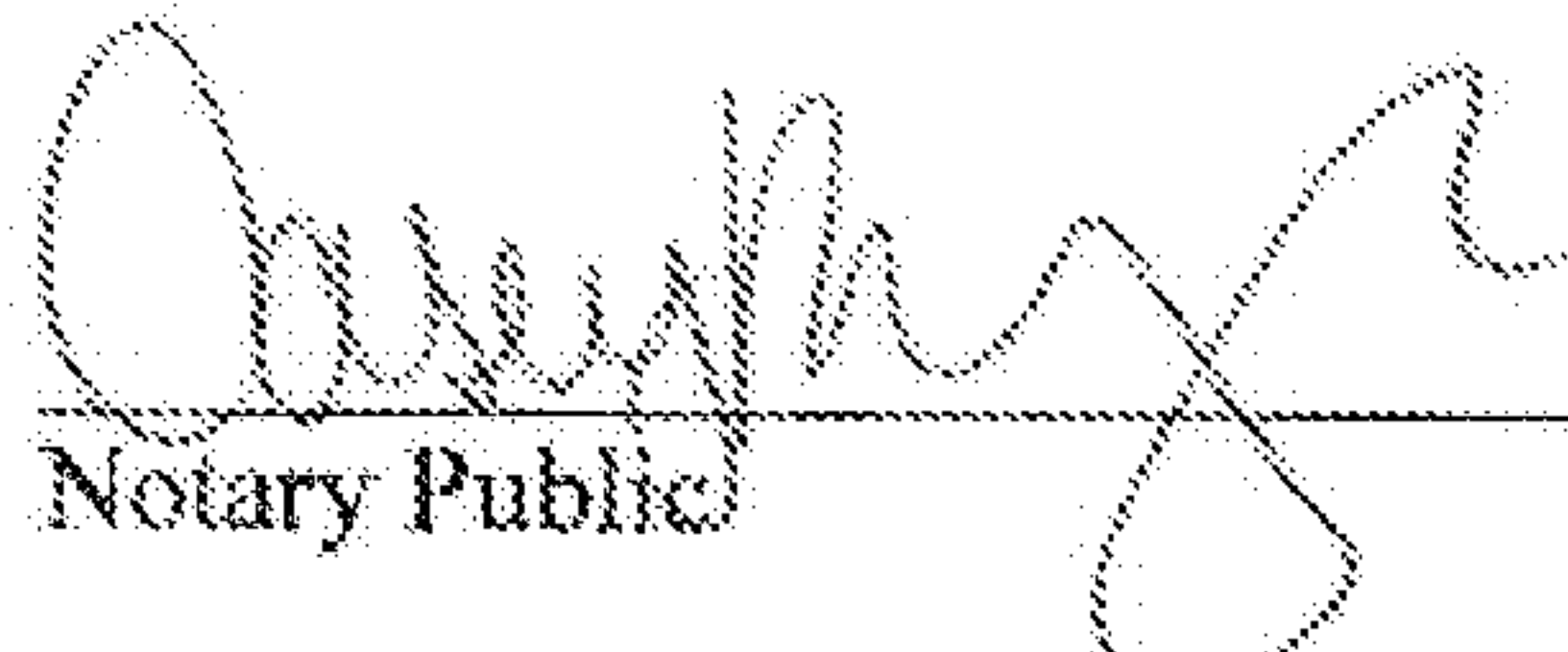
Mortgagors:

  
\_\_\_\_\_  
ROBERT R. HUTSON, JR.

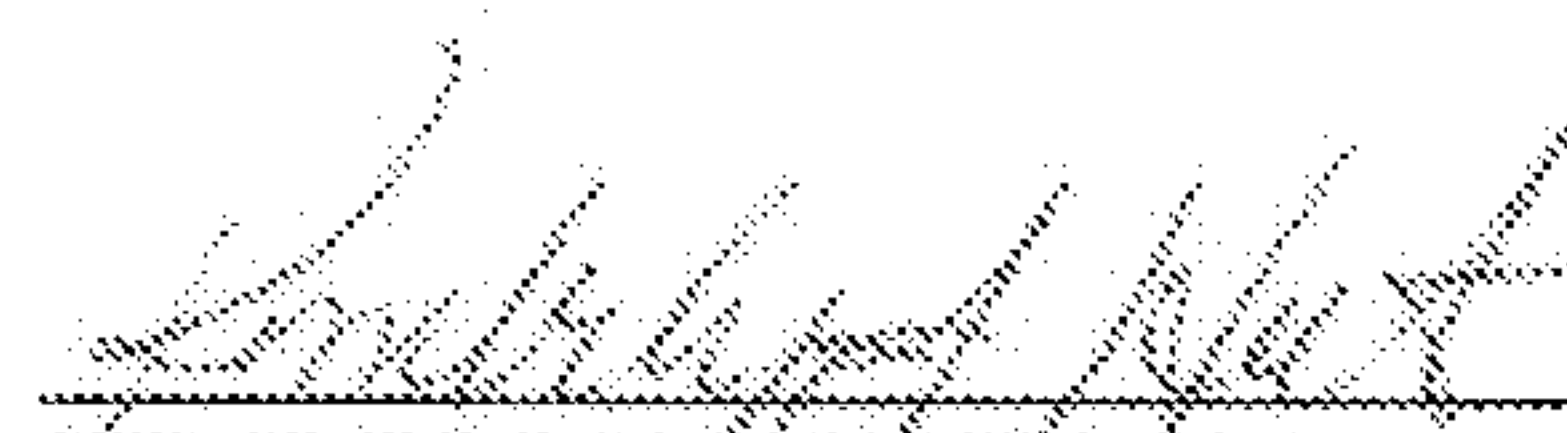
I, the undersigned, a Notary Public, in and for the State of Alabama at Large, do hereby certify that ROBERT R. HUTSON, JR., whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this 22 day of July, 2016.



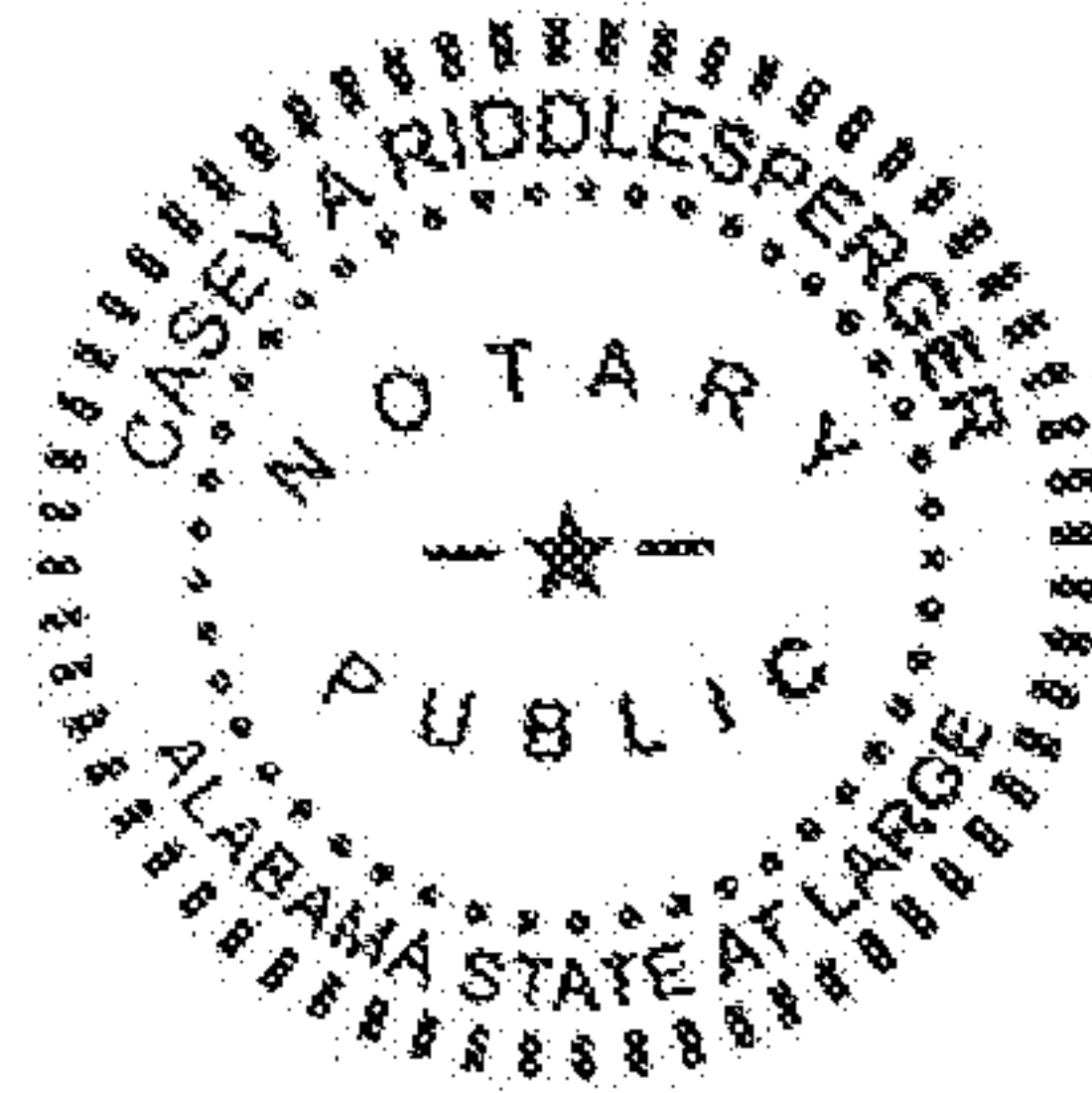
  
\_\_\_\_\_  
Notary Public

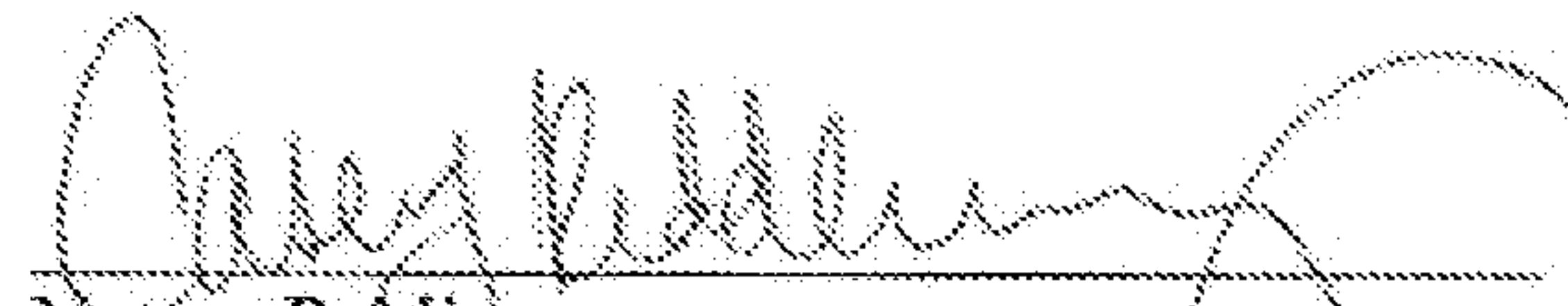
My Commission Expires: JANUARY 11, 2020  
MY COMMISSION EXPIRES JANUARY 11, 2020

  
KIMBERLY J. HUTSON

I, the undersigned, a Notary Public, in and for the State of Alabama at Large, do hereby certify that KIMBERLY J. HUTSON, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this 22 day of July,  
2016.



  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JANUARY 11, 2020

LENDER:

USAMERIBANK

By: [Signature]

Its: SA Vice President

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Doug Williamson, whose name as Sr. Vice President of USAMERIBANK, a Florida banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

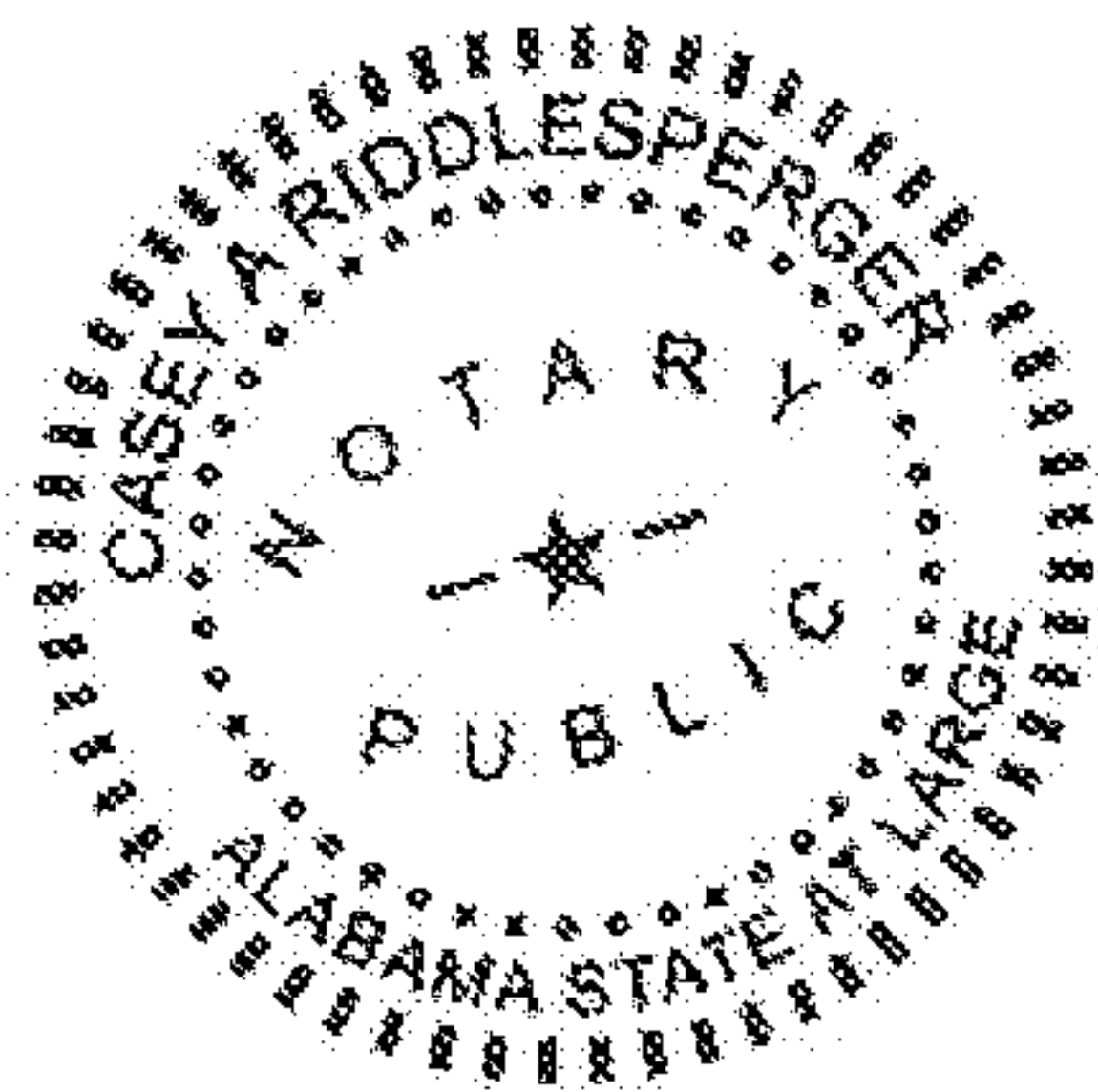
Given under my hand and official seal, this the 22 day of July, 2016.

[Signature]  
Notary Public

My Commission Expires: [Signature]

MY COMMISSION EXPIRES JANUARY 11, 2020

[SEAL]



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/22/2016 03:56:04 PM 6  
\$31.00 CHERRY  
20160722000257890

[Signature]