

STATE OF ALABAMA)

SHELBY COUNTY)

**MODIFICATION TO MORTGAGE AND
ABSOLUTE ASSIGNMENT OF RENTS AND LEASES**

THIS MODIFICATION TO MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS AND LEASES ("this Modification") dated as of December 31, 2008 is entered into by **STEPHEN M. NORDNESS and LESLIE C. NORDNESS**, a married couple, (collectively "Original Mortgagor"), **STELIE, LLC**, an Alabama limited liability company ("Mortgagor") and **COMPASS BANK**, an Alabama banking corporation ("Lender").

Recitals

A. Original Mortgagor executed in favor of Lender a certain Mortgage dated as of July 1, 2003, recorded in Shelby County, Alabama on July 3, 2003 as document number 20030703000419350 (as modified from time to time, the "Mortgage").

B. In connection therewith, Original Grantor executed in favor of Lender that certain Absolute Assignment of Rents and Leases dated July 1, 2003 and recorded in Shelby County, Alabama on July 3, 2003 as document number 20030703000419360 (as modified from time to time, the "Assignment").

C. The property described in the Mortgage and the Assignment (the "Property") has been conveyed by Original Mortgagor to Mortgagor.

D. Original Mortgagor and Mortgagor have requested that Lender modify the Mortgage and the Assignment to reflect the change of ownership of the Property, to name Mortgagor as the sole Mortgagor and to remove Original Mortgagor entirely from the Mortgage.

E. Lender has agreed to such request, subject to the terms and conditions hereof.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and to induce the Lender to replace Original Mortgagor with Mortgagor in the Mortgage, and to also secure the full and complete performance of each and every obligation, covenant, duty and agreement of Original Mortgagor and Mortgagor contained in this Modification, Original Mortgagor, Mortgagor and Lender hereby agree that the Mortgage and the Assignment are hereby amended as follows:

1. **Rules of Construction.** For the purposes of this Modification, the rules of construction shall be the same as set forth in the Mortgage.

2. Amendments.

(a) The first paragraph of the Mortgage shall be deleted in its entirety and the following substituted therefor:

“THIS MORTGAGE (this “Agreement”) dated as of July 1, 2003 is between STELIE, LLC, an Alabama limited liability company (hereinafter called “Borrower”), as Mortgagor and COMPASS BANK, an Alabama banking corporation (the “Lender”), as Mortgagee.

(b) In Section 6.1 “Notices”, the address of the Borrower is hereby deleted in its entirety and the following substituted therefore:

(1) Borrower:

By hand or mail: Stelie, LLC
c/o Stephen M. Nordness and Leslie C. Nordness
2121 Christina Cove
Hoover, Alabama 35244

(c) Exhibit B of the Mortgage is hereby deleted in its entirety and replaced with “Revised Exhibit B” attached hereto.

(d) The first paragraph of the Assignment shall be deleted in its entirety and the following substituted therefor:

THIS ABSOLUTE ASSIGNMENT OF RENTS AND LEASES (this “Agreement”) dated July 1, 2003 is between **STELIE, LLC** (the “Borrower”), as assignor, and **COMPASS BANK**, an Alabama banking corporation (the “Lender”), as assignee.

3. Definitions.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Mortgage.

(b) All references in the Mortgage and this Modification to “this Mortgage” shall refer to the Mortgage as amended hereby.

(c) All references in the Mortgage to any other documents executed in connection with the Mortgage shall refer to such documents as amended in connection with this Modification and as such document may hereafter be amended.

4. Reaffirmance of Representations and Warranties. Original Mortgagor and Mortgagor hereby represent and warrant that (i) all of the representations and warranties set out in the Mortgage are true and correct as of the date hereof, (ii) they are in compliance with all the terms and provisions set forth in the Mortgage on their part to be observed and performed, and (iii) no default, nor any event which upon notice or lapse of time or both would constitute such a default has occurred and is continuing.

5. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Modification, or any of the other documents executed in connection with the Mortgage or this Modification by Original Mortgagor or Mortgagor.

6. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.

7. Counterparts. This Modification may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Modification by executing any one or more such counterparts.

8. Governing Law. This Modification shall be governed by and construed in accordance with the laws of the State of Alabama.


9. Headings. The headings and captions used in this Modification are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Modification.

10. Enforceability. If any provision of this Modification is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of Lender to effectuate the provisions hereof.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, the undersigned Original Mortgagor has caused this instrument to be executed by on the date set forth below said Original Mortgagor's acknowledgments.


STEPHEN M. NORDNESS


LESLIE C. NORDNESS

IN WITNESS WHEREOF, the undersigned Mortgagor has caused this instrument to be executed by on the date set forth below said Mortgagor's acknowledgment.

STELIE, LLC

By: 
Name: Stephen Nordness
Its: President

IN WITNESS WHEREOF, the undersigned Lender has caused this instrument to be executed by its duly authorized representative on the date set forth below said representative's acknowledgment.

COMPASS BANK

By: 

Name: Alex Morton

Title: Sr. Vice President

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Stephen M. Nordness, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of ^{December}~~August~~, 2008.

Deborah W. Culberson

Notary Public

AFFIX SEAL

My commission expires: August 4, 2011

20090126000024570 8/12 \$45.00
Shelby Cnty Judge of Probate, AL
01/26/2009 02:28:27PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Leslie C. Nordness, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of ^{December}~~August~~, 2008.

Deborah W. Culberson

Notary Public

AFFIX SEAL

My commission expires: August 4, 2011

20090126000024570 9/12 \$45.00
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STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen Nordness, whose name as President of Stelie, LLC, an Alabama 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 officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 31 day of ^{December}~~August~~, 2008.

Deborah W. Culberson
NOTARY PUBLIC

My Commission Expires:

August 4, 2011

STATE OF ALABAMA)
COUNTY OF Jefferson)

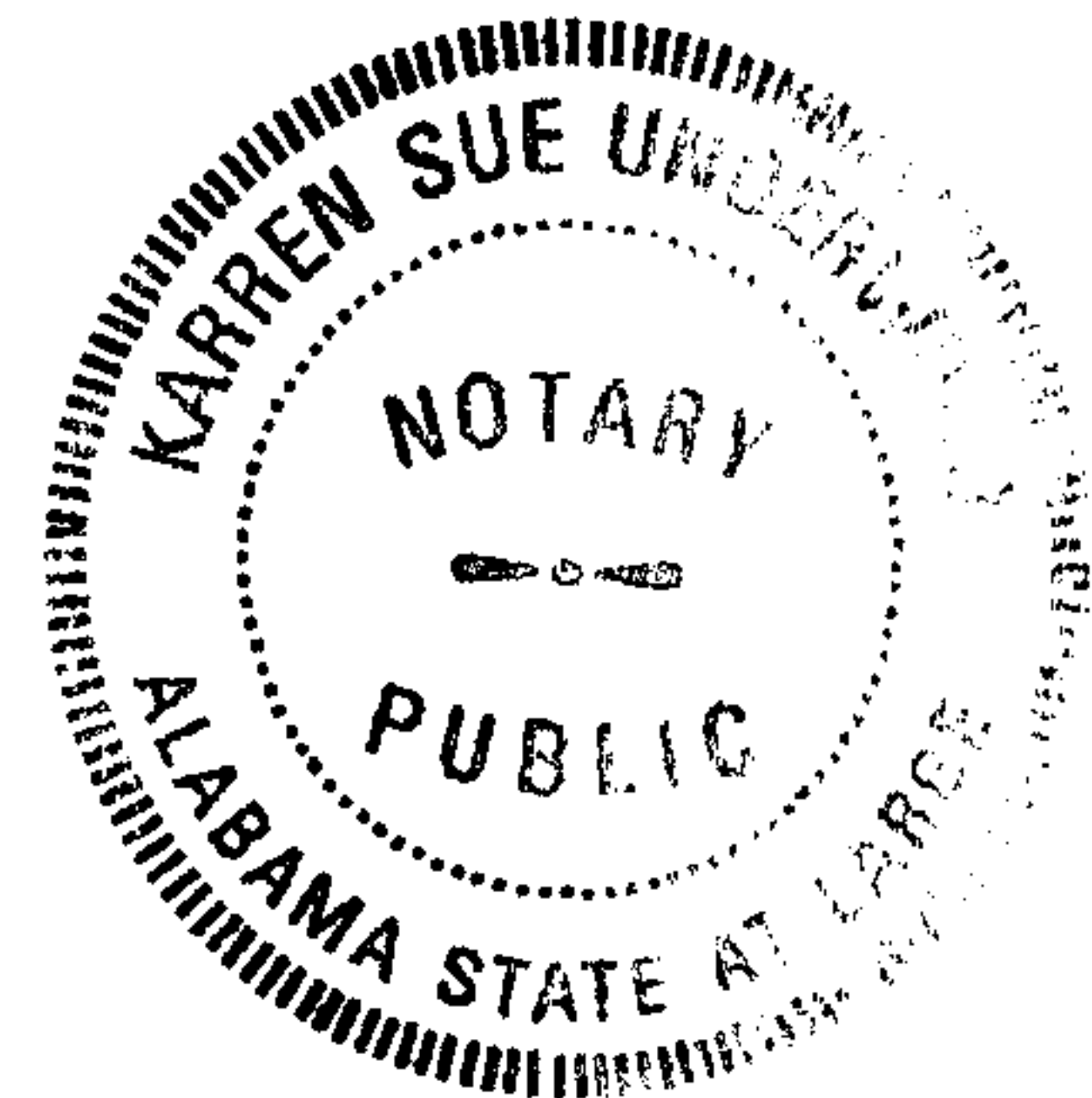
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Alex Morton, whose name as Sr. Vice-President of Compass Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 31st day of December, 2008.

Karen Sue Underwood
NOTARY PUBLIC

My Commission Expires:

**MY COMMISSION EXPIRES
MAY 3, 2010**



This instrument was prepared by:

Julia G. Bernstein
MAYNARD, COOPER & GALE, P.C.
2400 Regions Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618
(205) 254-1000

REVISED EXHIBIT B

(Credit Documents)

The "**Credit Documents**" referred to in this Agreement include the following:

1. Credit Agreement dated as of July 1, 2003 executed by Stephen M. Nordness, Leslie C. Nordness and the Lender, as amended by that certain First Amendment to Credit Agreement and other Credit Documents dated as of May 9, 2008 by and among Stephen M. Nordness, Leslie C. Nordness, Automation Personnel Services, Inc. and the Lender, as further amended by that certain Assignment and Assumption of Note and Second Amendment to Credit Agreement and other Credit Documents dated as of ~~August 1~~ ^{December 31}, 2008 by and among Stelie, LLC, Stephen M. Nordness, Leslie C. Nordness, Automation Personnel Services, Inc. and the Lender. *e*

2. Term Note dated as of July 1, 2003 in the principal amount of Four Hundred Sixty-Seven Thousand Five Hundred and No/100 Dollars (\$467,500.00) executed by Stephen M. Nordness and Leslie C. Nordness in favor of the Lender, as amended by that certain First Amendment to Credit Agreement and other Credit Documents dated as of May 9, 2008 by and among Stephen M. Nordness, Leslie C. Nordness, Automation Personnel Services, Inc. and the Lender, as further amended by that certain Assignment and Assumption of Note and Second Amendment to Credit Agreement and other Credit Documents dated as of ~~August 1~~ ^{December 31}, 2008 by and among Stelie, LLC, Stephen M. Nordness, Leslie C. Nordness, Automation Personnel Services, Inc. and the Lender. *e*

3. Mortgage dated as of July 1, 2003 executed by Stephen M. Nordness and Leslie C. Nordness in favor of the Lender, as amended by that certain First Amendment to Credit Agreement and other Credit Documents dated as of May __, 2008 by and among Stephen M. Nordness, Leslie C. Nordness, Automation Personnel Services, Inc. and the Lender, as further amended by that certain Modification to Mortgage and Absolute Assignment of Rents and Leases dated as of August 1, 2008 by and among Stephen M. Nordness, Leslie C. Nordness, Stelie, LLC and the Lender.

4. Absolute Assignment of Rents and Leases dated as of July 1, 2003 executed by Stephen M. Nordness and Leslie C. Nordness in favor of the Lender, as amended by that certain First Amendment to Credit Agreement and other Credit Documents dated as of May 9, 2008 by and among Stephen M. Nordness, Leslie C. Nordness, Automation Personnel Services, Inc. and the Lender, as further amended by that certain Assignment and Assumption of Note and Second Amendment to Credit Agreement and other Credit Documents dated as of ~~August 1~~ ^{December 31}, 2008 by and among the Borrower, Stephen M. Nordness, Leslie C. Nordness, Automation Personnel Services, Inc. and the Lender. *e*


5. Environmental Indemnity Agreement dated July 1, 2003 executed by Stephen M. Nordness and Leslie C. Nordness in favor of the Lender, as amended by that certain First Amendment to Credit Agreement and other Credit Documents dated as of May 9, 2008 by and among Stephen M. Nordness, Leslie C. Nordness, Automation Personnel Services, Inc. and the

December 31 *Q*

Lender, as further amended by that certain Assignment and Assumption of Note and Second Amendment to Credit Agreement and other Credit Documents dated as of ~~August 1~~, 2008 by and among the Borrower, Stephen M. Nordness, Leslie C. Nordness, Automation Personnel Services, Inc. and the Lender.

December 31, 2008 *Q*

6. Guaranty Agreement dated as of ~~August 1, 2008~~ executed by Stephen M. Nordness and Leslie C. Nordness in favor of Lender.


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Shelby Cnty Judge of Probate, AL
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