

Record in Shelby County

20131108000442800 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
11/08/2013 01:50:42 PM FILED/CERT

AMENDMENT  
TO  
MORTGAGE

20130514000200140 1/3 \$59.10  
Shelby Cnty Judge of Probate, AL  
05/14/2013 02:25:15 PM FILED/CERT

ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on August 3, 2012 by **NOVA HR, LLC**, an Alabama limited liability company (hereinafter "Borrower") in favor of **BANCORPSOUTH (also known as BANCORPSOUTH BANK)** (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded as Instrument 20120806000288250 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

**WHEREAS**, the Mortgage secured a Note in the original principal amount of \$611,568.50 and all renewals and extensions thereof.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$965.40 was paid.

**WHEREAS**, Borrower has requested Bank to lend Borrower an additional \$27,320.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

1. Henceforth the Mortgage shall specifically secure not only the \$611,568.50 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$27,320.00 made in connection herewith to Borrower, and all the interest thereon.
2. The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$611,568.50 Note executed on August 3, 2012, and all interest thereon, and all extensions and renewals thereof, but also the \$27,320.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.
3. Borrower does hereby grant, bargain, sell convey and mortgage (in accordance with the terms of the Mortgage) to Bank the New Property.



In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 13<sup>th</sup> day of May, 2013.

NOVA HR, LLC, an Alabama limited liability company

By: Laurie S. Halvorson  
Print Name: Laurie S. Halvorson  
Title: Manager

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Laurie S. Halvorson, whose name as Manager of NOVA HR, 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, she, as such manager, and with full authority, executed the same voluntarily, as an act of said company, acting in her capacity as aforesaid.

Given under my hand and official seal, this the 13<sup>th</sup> day of May, 2013.

Wendy Nicole Hardegree  
NOTARY PUBLIC  
My Commission Expires: 7/2/14

**THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:**

Wendy N. Hardegree  
ENGEL HAIRSTON & JOHANSON, P.C.  
4th Floor, 109 North 20th Street  
Birmingham, Alabama 35203  
(205) 328-4600

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## EXHIBIT "A"

Lot 1-A, according to the Survey of Cotter Resurvey, as recorded in Map Book 42, Page 111, in the Probate Office of Shelby County, Alabama.

**SUBJECT TO:** i) taxes and assessments for the year 2013, a lien but not yet payable; ii) restrictions or covenants recorded in Misc. 21, Page 614; iii) restrictions and covenants appearing of record in Deed Volume 155, Page 593; Deed Volume 172, Page 520 and Deed Volume 167, Page 353; iv) transmission line permits to Alabama Power Company recorded in in Deed 176, Page 377; Deed 138, Page 443 and Deed 157, Page 285; v) right-of-way granted to Alabama Power company recorded in Deed 103, Page 54; Deed 134, Page 25; Deed 160, Page 63 and Deed 175, Page 394; vi) easement to South Central Bell recorded in Deed 168, Page 480 and Deed 80, Page 44; vii) easements and rights of ways to the State of Alabama as shown by instruments recorded in Deed 102, Page 446, Final Record 16, Page 112 and Deed 167, Page 242; viii) less and except any part of subject property lying within Highway 31; and ix) coal, oil, gas and mineral and mining rights which are not owned by Mortgagor.

  
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