

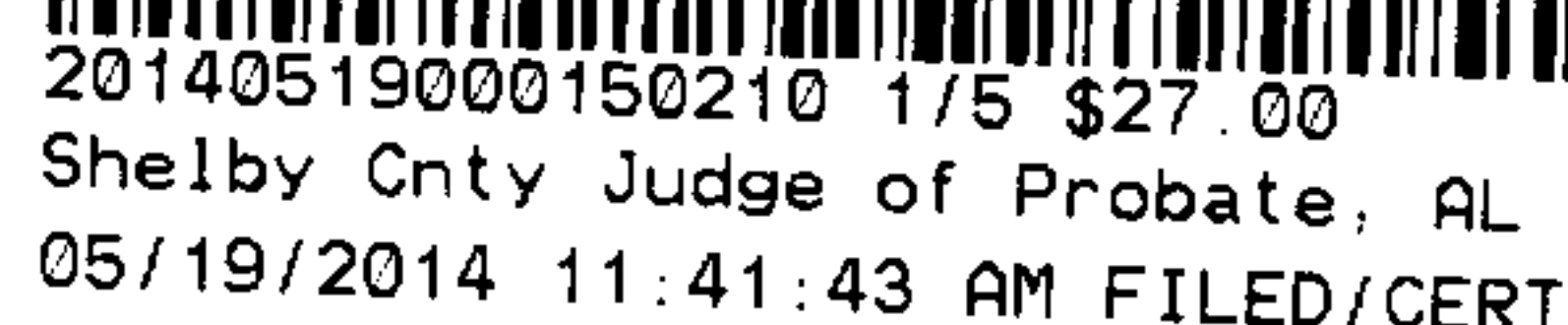
This instrument prepared by:  
David R. Kinman, Esq.  
Butler Snow LLP  
One Federal Place  
1819 Fifth Avenue North, Suite 1000  
Birmingham, Alabama 35203  
(205) 297-2200

**STATE OF ALABAMA** )  
 )  
**SHELBY COUNTY** )

**THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT** (this “**Amendment**”) is dated and is effective as of the 9th day of May, 2014, from **NSH CORP.**, an Alabama corporation (the “**Mortgagor**”), in favor of **FIRST COMMERCIAL BANK**, a division of Synovus Bank, a Georgia state banking corporation (together with its successors or assigns, the “**Mortgagee**”).

**WHEREAS**, Mortgagor and Mortgagee are parties to that certain Loan Agreement dated as of December 26, 2013, as amended by that certain First Amendment to Loan Agreement and Other Loan Documents dated as of February 6, 2014 (as amended, the **“Loan Agreement”**; capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the Loan Agreement), pursuant to which Mortgagee agreed to make a series of loans available to Mortgagor in the aggregate original principal amount of up to \$8,000,000.00 (as amended, modified, renewed, or extended, the **“Loan”**);

**WHEREAS**, the Loan is evidenced and secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement of even date with the Loan Agreement executed by Mortgagor for the benefit of Mortgagee and recorded on December 27, 2013, with the Probate Court of Jefferson County, Alabama, at LR 201320, Page 20055 (as amended, the “**Mortgage**”), which Mortgage was recorded contemporaneously with that certain





Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated February 21, 2014, and filed for record on February 24, 2014, with the Judge of Probate of Shelby County, Alabama as Instrument Number 20140224000050360;

**WHEREAS**, the Mortgage secures certain real property described in Exhibit A attached thereto and incorporated herein (as amended, the “**Land**”), and certain other documents and instruments evidencing or securing the Loan or related thereto (together with the Mortgage and Loan Agreement, as amended, collectively, the “**Loan Documents**”); and

**WHEREAS**, in accordance with the Loan Agreement, Mortgagor is adding additional real property to the collateral pledged to Mortgagee pursuant to the Loan Documents, and in accordance therewith, Mortgagor desires to amend the legal description set forth in Exhibit A of the Mortgage.

### **A G R E E M E N T**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:


1. **Amendment of Mortgage.** Exhibit A of the Mortgage is hereby amended to add to such legal description the legal description set forth on Exhibit A of this Amendment. The Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Amendment. Without limiting the generality of the foregoing, each reference in the Mortgage to the “Loan Agreement” the “Note” or any other “Loan Documents” shall be deemed to be references to said documents, as amended hereby. Except as expressly set forth herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms and shall continue to evidence, secure, guarantee or relate to, as the case may be, the Loan.

2. **Representations and Warranties.** As amended herein, each representation and warranty contained in the Mortgage and the Loan Documents is hereby reaffirmed as of the date hereof. Mortgagor hereby represents, warrants and certifies to Mortgagee that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing under the Mortgage, the Loan Documents or the Loan, and that Mortgagor has no offsets or claims against Mortgagee arising under, related to, or connected with the Loan, the Mortgage, the Loan Agreement, the Note or any of the Loan Documents.

3. **Binding Effect.** Except as expressly modified and amended hereby, the terms and conditions of the Mortgage shall remain in full force and effect, and the Mortgage, as so amended is hereby ratified and affirmed. Mortgagor acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage or the Loan Documents, as amended hereby.


4. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

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IN WITNESS WHEREOF, the undersigned Mortgagor has executed this instrument to be executed by its duly authorized officer, effective as of the day and year first above written.

NSH CORP., an Alabama corporation

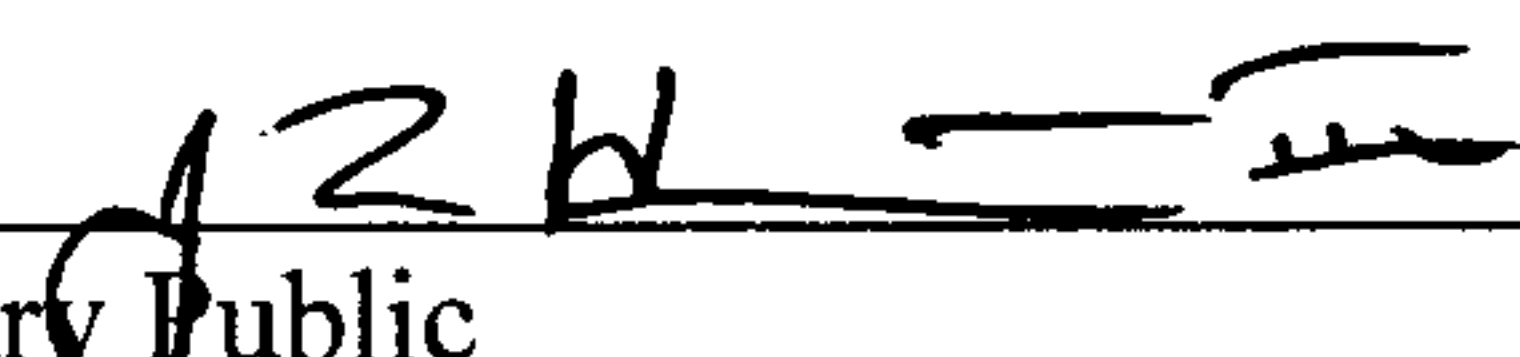
By:   
Robert Holman  
Its: Executive Vice President


STATE OF ALABAMA )  
COUNTY OF Jefferson )

The undersigned, a Notary Public in and for said County in said State, hereby certifies that Robert Holman, whose name as the duly authorized Executive Vice President of NSH Corp., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, 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 corporation.

Given under my hand this the 9<sup>th</sup> day of May, 2014.

[AFFIX SEAL]

  
Notary Public  
My commission expires: 8/14/17

  
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Shelby Cnty Judge of Probate, AL  
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## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **Parcel I:**

Lot 26, according to the Survey of The Village at Highland Lakes, Kelham Grove Neighborhood, as recorded in Map Book 43, Page 87 A&B, in the Office of the Judge of Probate of Shelby County, Alabama.


Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Inst. No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, recorded as Inst. No. 20070223000084910 in the Probate Office of Shelby County, Alabama (which, together with all amendment thereto is hereinafter collectively referred to as the "Declaration").

#### **Parcel II:**

Lot 35, according to the Survey of The Village at Highland Lakes, Kelham Grove Neighborhood, as recorded in Map Book 43, Page 87 A&B, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Inst. No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, recorded as Inst. No. 20070223000084910 in the Probate Office of Shelby County, Alabama (which, together with all amendment thereto is hereinafter collectively referred to as the "Declaration").

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