

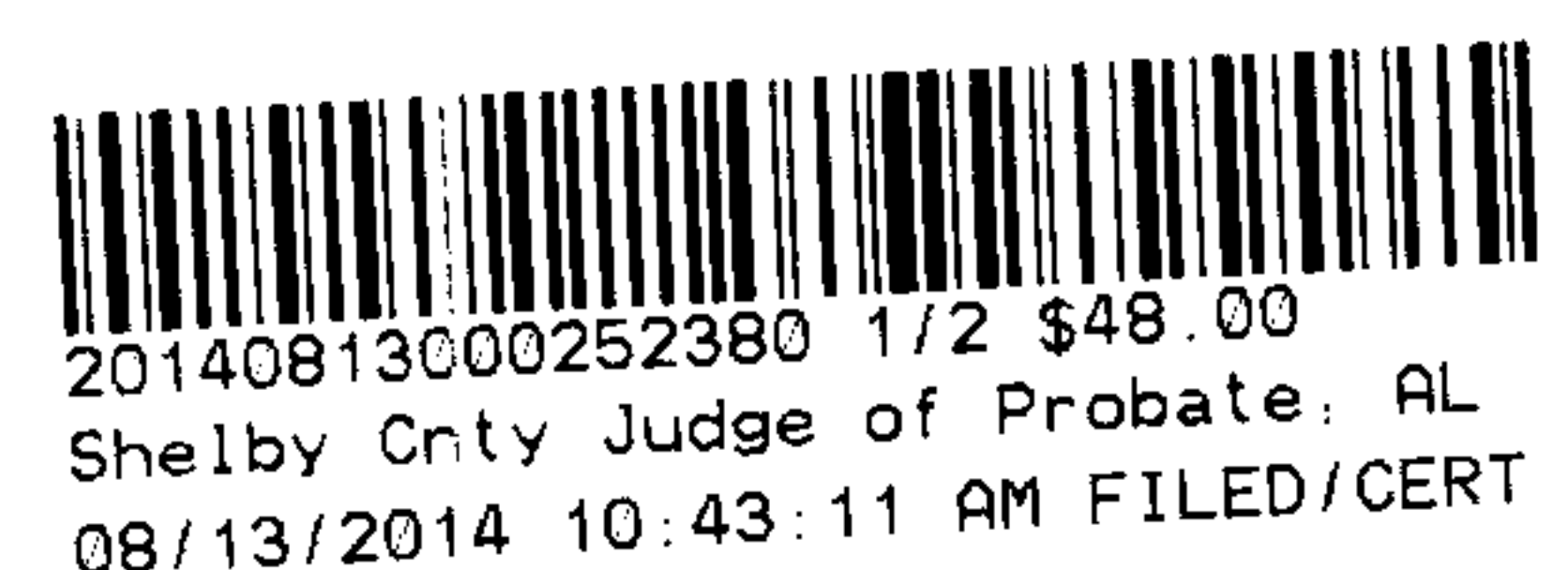
AMENDMENT OF ACCOMODATION MORTGAGE

This AMENDMENT OF ACCOMODATION MORTGAGE ("AMENDMENT"), made this 27th day of June, 2014, by and between **CAROLYN KELLEY** and **CATHERINE A KELLEY** ("Mortgagors") and **SOUTHPOINT BANK** ("Lender"), amends and supplements the "Accommodation Mortgage and Security Agreement: Open-End Credit with Future Advances" (the "Security Instrument") dated June 9, 2011 and recorded August 12, 2011 at Instrument Number 20110812000238830 in the Probate Records of Shelby County, Alabama, which secures the commercial loan (the "Note") by and between Lender and **THE WHITE ROOM BIRMINGHAM, INC.** ("Borrower"), and which covers the real and personal property(s) (the "Property") described being set forth as follows:

LOT 237, ACCORDING TO THE SURVEY OF HILLS SUBDIVISION, PHASE I, AS RECORDED IN MAP BOOK 37, PAGE 104 A,B, AND C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of June 27, 2014, the amount payable under the underlying Note and the Security Instrument is increased to U.S. \$120,000.00.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.
4. If Lender exercises this option, Lender shall give Borrower and Mortgagors a notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instruments. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower or Mortgagors.
5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instruments.
6. Mortgagors understand and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of any modified payments under the Note or amendments thereto.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower or Mortgagor's obligations or liabilities under the Note and Security Instruments shall be diminished or released by any provisions hereof, nor shall



this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

ACCEPTED AND AGREED TO THIS 27 day of June, 2014.

Carolyn B. Kelley
CAROLYN KELLEY

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CAROLYN KELLEY 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 the instrument, she executed the same voluntarily.

Given under my hand and official seal this 27th day of June, 2014.

[NOTARIAL SEAL]

Joan L. Borden
NOTARY PUBLIC
My Commission Expires: 7/29/2014

Catherine A. Kelley
CATHERINE A KELLEY


STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CATHERINE A KELLEY 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 the instrument, she executed the same voluntarily.

Given under my hand and official seal this 27th day of June, 2014.

[NOTARIAL SEAL]

Joan L. Borden
NOTARY PUBLIC
My Commission Expires: 7/29/2014


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Shelby Cnty Judge of Probate, AL
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