

**RECORDING REQUESTED BY AND WHEN
RECORDED, RETURN TO:**

WELLS FARGO BANK, NATIONAL
ASSOCIATION
5400 LBJ Freeway
10th Floor
Dallas, Texas 75240

This Supplemental Mortgage was prepared by:

**Donald M. Warren
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, Alabama 35203**


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Shelby Cnty Judge of Probate, AL
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SUPPLEMENTAL MORTGAGE

This SUPPLEMENTAL MORTGAGE (herein referred to as the "Supplemental Mortgage"), entered into effective as of September 29, 2014, by and between **NSH CORP.**, an Alabama corporation ("Mortgagor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of a certain Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated September 23, 2014, from Mortgagor in favor of Mortgagee recorded as Instrument No. 20140923000297840 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as previously or hereafter amended, the "Master Mortgage".

WHEREAS, the Master Mortgage secures a credit facility in the stated amount of up to Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000.00) (the "Credit Facility") evidenced by (i) that certain Second Amended and Restated Promissory Note Secured by Mortgage dated December 31, 2013, which is incorporated herein by this reference, executed by Mortgagor and payable to the order of Mortgagee (as amended from time to time, the "Note"), and (ii) that certain Credit Facility Agreement dated as of April 29, 2011 executed by and between Mortgagor and Mortgagee, as amended by Modification Agreement dated May 26, 2011, as amended by Second Modification Agreement dated January 18, 2012, as amended by Third Modification Agreement dated July 29, 2012, as further amended by Fourth Modification Agreement dated August 22, 2012, as amended by Fifth Modification Agreement dated November 16, 2012, as amended by Sixth Modification Agreement dated April 26, 2013, as amended by Seventh Modification Agreement dated September 30, 2013, as amended by Eighth Modification Agreement dated December 31, 2013, as amended by Ninth Modification Agreement dated September 12, 2014 (as previously or hereafter amended, modified or restated, the "Credit Agreement"). Capitalized terms not defined herein shall have the meanings given to such term in the Master Mortgage.

WHEREAS, pursuant to the terms of the Credit Agreement, Mortgagor desires that the real property described in Exhibit A attached hereto (the "Lots") shall be mortgaged as additional security for the Credit Facility and that the lien of the Master Mortgage be spread to the Lots and other Property as hereinafter set forth.

NOTE TO RECORDER: THIS INSTRUMENT IS GIVEN TO SUPPLEMENT AND AMEND AND PROVIDE ADDITIONAL SECURITY FOR DEBT DESCRIBED IN THAT CERTAIN CONSTRUCTION MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING RECORDED AS INSTRUMENT NO. 20140923000297840 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, UPON WHICH ALL RECORDING TAX HAS BEEN PREVIOUSLY PAID. THERE IS NO INCREASE IN THE DEBT AND NO RECORDING TAX IS DUE.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The Recitals contained herein are true and correct and incorporated by reference herein. All provisions of the Master Mortgage are incorporated herein by reference. This Supplemental Mortgage is deemed to supplement and amend the Master Mortgage.

2. **GRANT.** For the purposes of and upon the terms and conditions in the Master Mortgage, Mortgagor does irrevocably grant, bargain sell, alien, remise, release, convey and confirm and spread a mortgage lien on, with power of sale and right of entry and possession, all of the Lots in favor of Mortgagee together with the Improvements, Fixtures, Minerals, Personalty, Plans and Specifications, Contracts, Leases, and Rents, all right, title, interest, and privileges of Mortgagor in and to all streets, roads, and alleys used in connection with or pertaining to such real property, all water and water rights, minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, all appurtenances, easements, rights and rights of way appurtenant or related thereto, and all air rights, development rights and credits, licenses and permits related to the real property, together with all of Mortgagor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Lots, Improvements, Fixtures or Personalty, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Property and those for municipal utility district or other utility costs incurred or deposits made in connection with the Lots. All interest or estate which Mortgagor may hereafter acquire in the property described above, and all additions and accretions thereto together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations, and the proceeds of any of the foregoing, all of which, together with other real and personal property now or hereafter encumbered by the Master Mortgage, as supplemented and amended herein, and as heretofore or hereafter supplemented or amended, shall collectively constitute the "**Property**". The listing of specific rights or property shall not be interpreted as a limit of general terms.; provided, however, that if Mortgagor shall pay (or cause to be paid) the Note and the other Indebtedness and shall fully perform and discharge (or cause to be fully performed and discharged) the Obligations, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate, in accordance with the provisions of the Master Mortgage, otherwise same shall remain in full force and effect. A certificate or other written statement executed on behalf of Mortgagee confirming that the Note and the other Indebtedness has not been fully paid or the Obligations have not been fully performed or discharged shall be sufficient evidence thereof for the purpose of reliance by third parties on such fact.

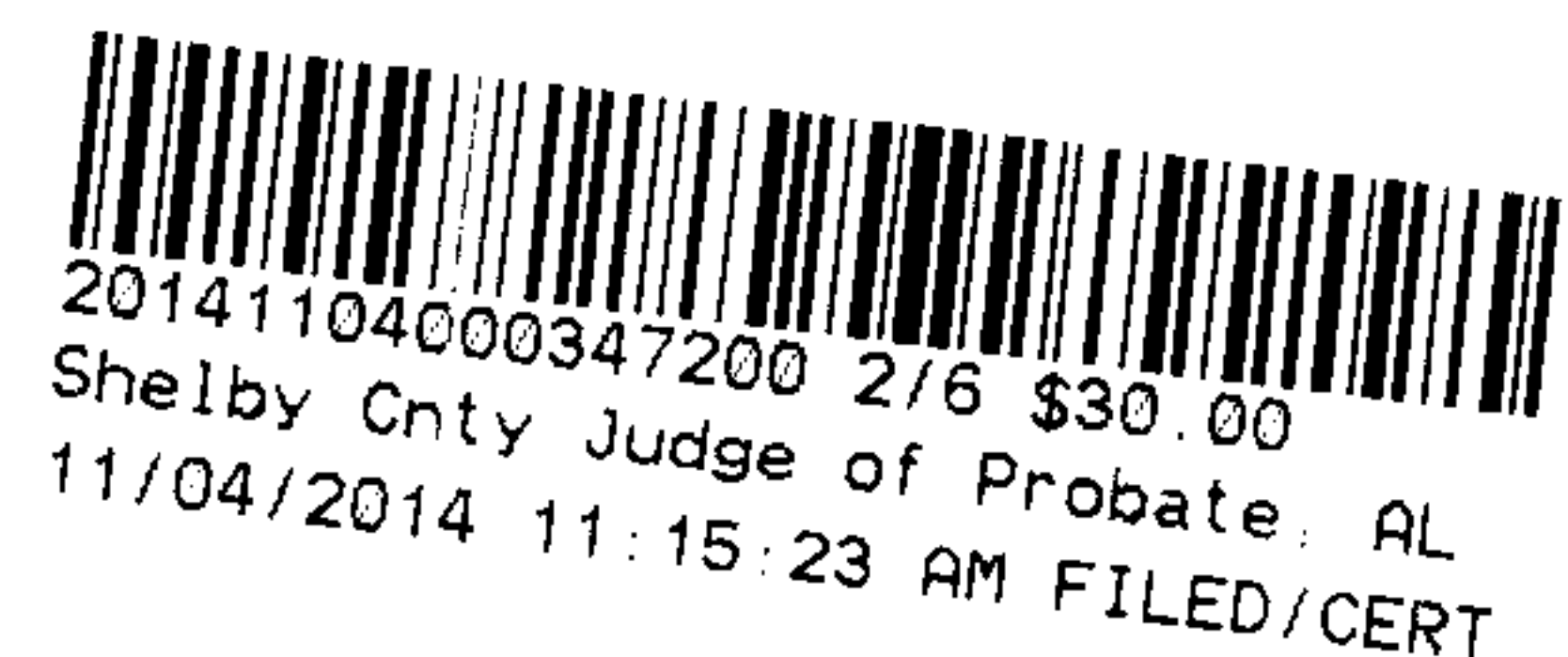
3. **INDEBTEDNESS SECURED.** The principal Indebtedness now evidenced and secured by the Master Mortgage, as modified by this Supplemental Mortgage by the addition of the Property as collateral, constitutes just and true indebtedness. Neither the principal amount of such Indebtedness nor the maturity of such Indebtedness is modified or amended by this Supplemental Mortgage.

4. **RATIFICATION OF MASTER MORTGAGE.** Except as specifically herein modified, the Master Mortgage shall remain in full force and effect, and the Master Mortgage, as so amended, is hereby ratified and affirmed in all respects. Mortgagor confirms that it has no offsets or defenses with respect to its obligations pursuant to the Master Mortgage, as herein amended. Nothing herein contained shall invalidate any security now held by Mortgagee for the payment of indebtedness secured by the Master Mortgage, nor impair, nor release any covenant, condition or agreement stipulated therein.

5. **POWER OF SALE.** During the existence of a Default, Mortgagee may exercise its power of sale in accordance with the terms and provisions of the Master Mortgage.

6. **INCORPORATION.** Each and every one of the terms and provisions of the Master Mortgage are incorporated herein in their entirety by this reference, except as certain of the definitions contained in Article I of the Master Mortgage are supplemented or more definitively described herein. To the extent of any conflict between any provision of this Supplemental Mortgage and any provision contained in the Master Mortgage, the provisions of the Master Mortgage shall control.

7. **NO WORK.** Mortgagor has not initiated any construction or other work on the Improvements whatsoever on site at the Lots and no such construction or other work on the Improvements shall be initiated by Mortgagor until the business day next following the date of recordation of this Supplemental Mortgage in the county where the Lots are located.



8. **PARTIAL RELEASE PRICE.** It is expressly understood and agreed that certain portions of the Lots may be partially released from the lien of the Master Mortgage, subject, however to satisfaction of all terms and conditions set forth in the Credit Agreement.

9. **LEGAL DESCRIPTION.** The real property described in Exhibit A to the Master Mortgage, as modified by this Supplemental Mortgage, shall hereafter include the Lots unless such Lots, or any part thereof, is released from the Master Mortgage in accordance with the terms and provisions of the Credit Agreement.

10. **BINDING EFFECT.** This Supplemental Mortgage shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

11. **COUNTERPARTS.** This Supplemental Mortgage may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Supplemental Mortgage to be properly executed and delivered the day and year first above written.

MORTGAGOR:

NSH CORP., an Alabama corporation

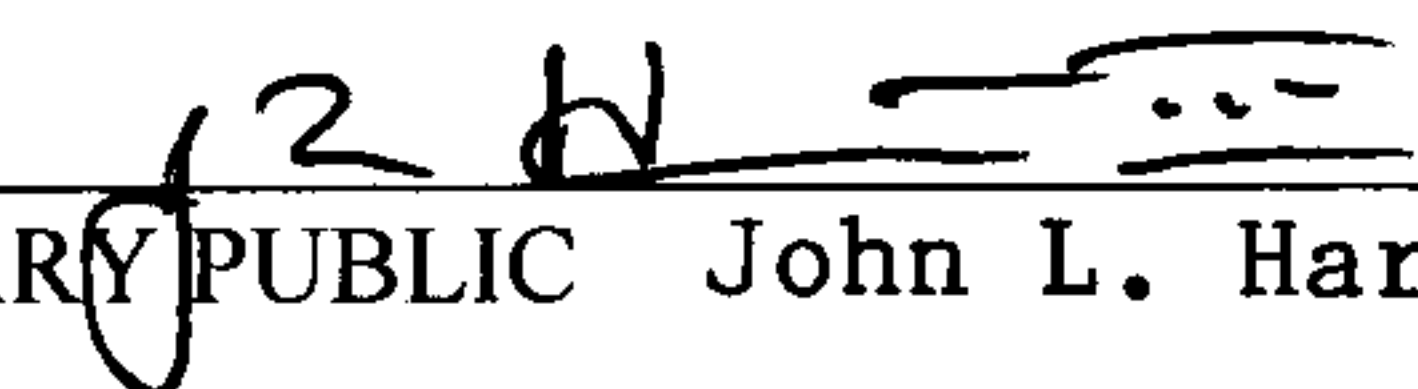
BY: 
Name: Robert L. Holman
Its Executive Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

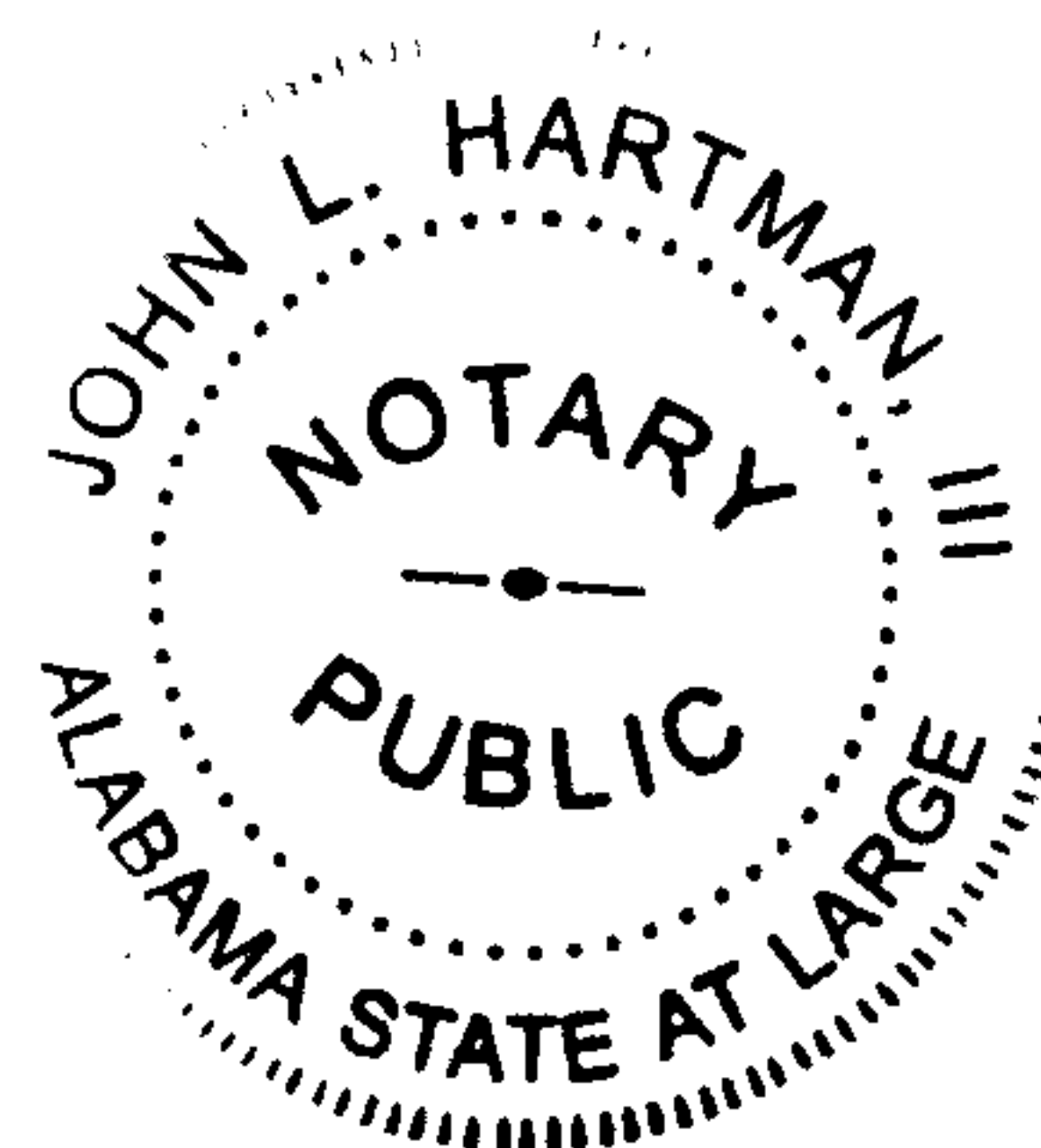
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert L. Holman, whose name as Executive Vice President of NSH Corp., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/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 seal, this 29th day of September, 2014


NOTARY PUBLIC John L. Hartman, III

[NOTARY SEAL]

My Commission Expires: 08/04/17



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MORTGAGEE:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

BY: Susan S. Beaupre
Name: Susan S. Beaupre
Its: Senior Vice President

STATE OF Florida)

COUNTY OF Duval)

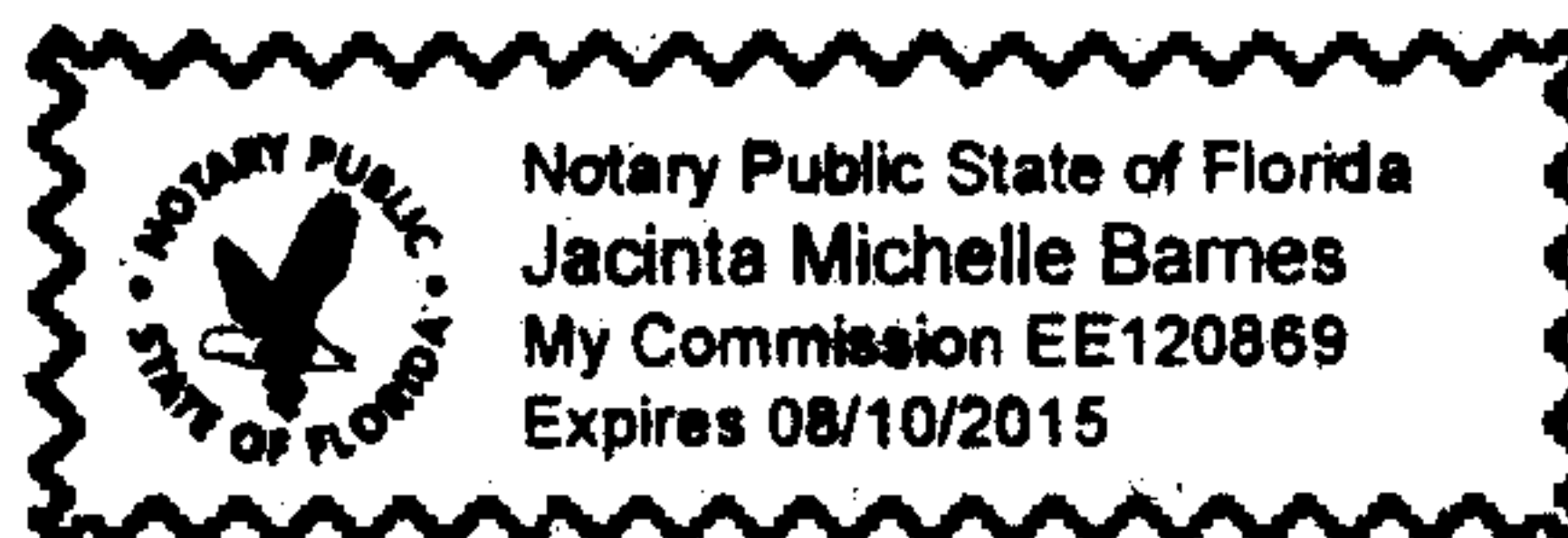
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Susan S. Beaupre, whose name as Senior Vice President of Wells Fargo Bank, National Association, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and seal, this 29th day of September, 2014.

Jacinta Michelle Barnes
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: 8/10/2015



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Loan No. 1004231

EXHIBIT A
LEGAL DESCRIPTION

Lot 11, according to the Survey of Kirkman Preserve – Phase 1-A, as recorded in Map Book 43, Page 142, in the Probate Office of Shelby County, Alabama.

