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20141119000364460 1/3 \$740.00
Shelby Cnty Judge of Probate, AL
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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("First Amendment"), is dated effective October 24, 2014 and is given from Value Place Pelham LLC, a Kansas limited liability company, whose address is 8621 E. 21st Street North, Ste. 250, Wichita, Kansas 67206 ("Mortgagor"), to Fidelity Bank whose address is 100 E. English, Wichita, Kansas 67202 Attention: Commercial Loan Department ("Mortgagee").

WHEREAS, Mortgagor and Mortgagee have heretofore executed a Mortgage and Security Agreement dated April 29, 2013 covering, in addition to personal property, certain real property described in Schedule 1 attached hereto and which was recorded in the Office of the Judge of Probate of Jefferson County, Alabama on May 14, 2013 as Instrument #20130514000200020 (the "Mortgage");

WHEREAS, Mortgagee has agreed to extend additional credit to Mortgagor and increase the amount secured by the Mortgage;

WHEREAS this First Amendment is given for the sole purpose of amending the Mortgage to increase the amount of the indebtedness secured hereby from \$3,000,000.00 to \$3,480,000.00.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the Mortgage and agree as follows:

1. Mortgagor hereby agrees the amount of the indebtedness secured hereby as set forth in paragraph 1.2 of the Mortgage is hereby increased from the original principal amount of \$3,000,000.00, to the principal amount of \$3,480,000.00.

2. Mortgagor hereby affirms that the Mortgage and the obligations secured thereby are valid and existing obligations of Mortgagor according to the terms and conditions contained therein, as amended by this First Amendment, and that Mortgagor has no rights or claims of defense or set-off to the enforcement thereof.

3. In all other respects, and as specifically amended and modified by this First Amendment, the parties hereto hereby approve, adopt, ratify, reaffirm, and confirm the Mortgage

and the obligations secured thereby and all provisions, covenants, and agreements therein set forth and agree that nothing herein contained shall operate in any way to release or adversely affect the validity of said Mortgage as a lien upon the property covered thereby, or adversely affect the priority of the lien created thereby.

4. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and shall extend to, inure to the benefit of, and be binding upon the respective successors and assigns.

5. The dating of this First Amendment is intended as and for the convenient identification of this First Amendment and is not intended to indicate that this First Amendment was executed and delivered on said date, this First Amendment being executed on the date set forth in the acknowledgment hereto.

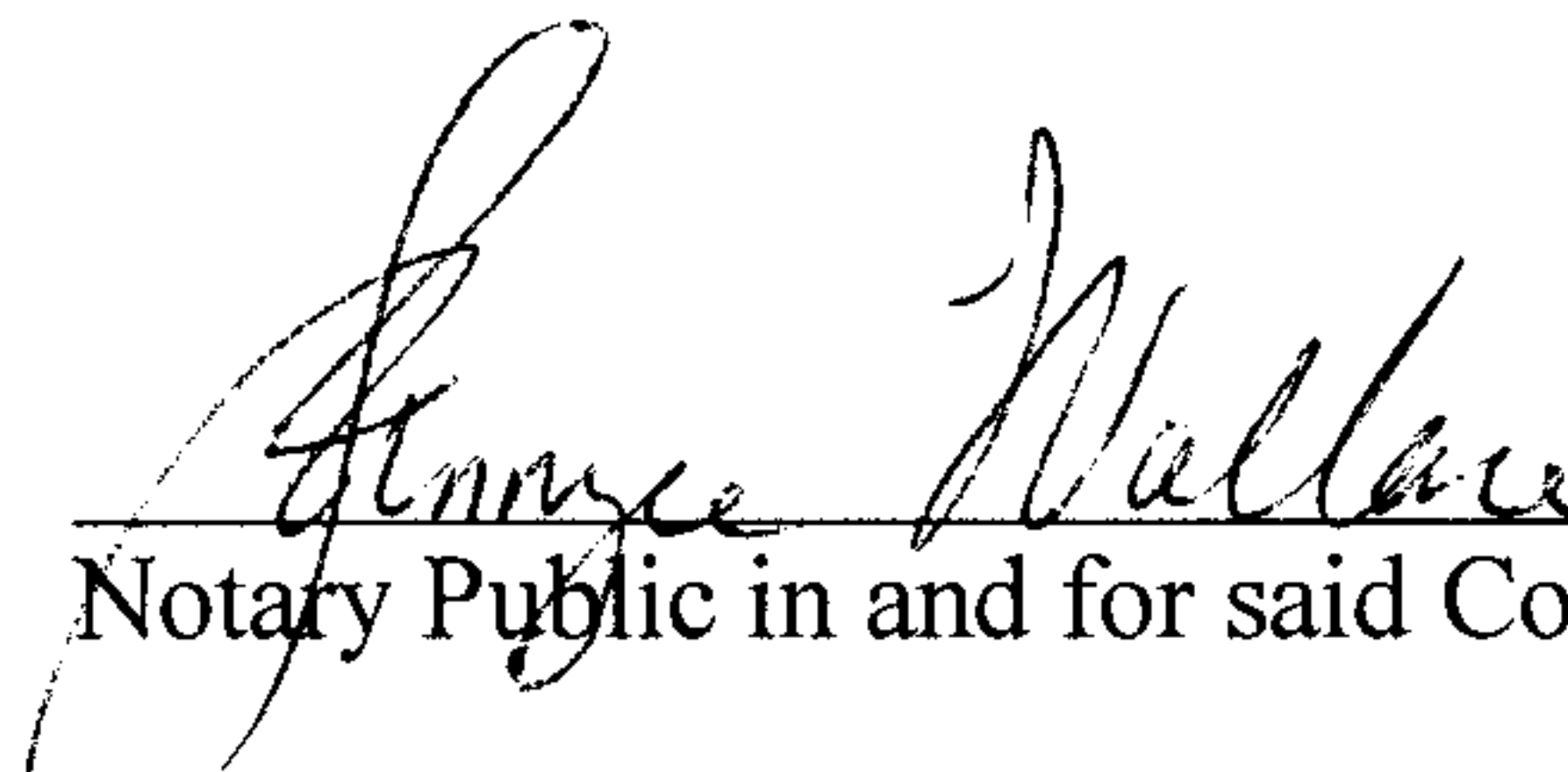
VALUE PLACE PELHAM LLC,
a Kansas limited liability company,

By: 
Name: Scott Frey
Title: Secretary

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)


I, the undersigned Notary Public, in and for said County in said State, hereby certify that Scott Frey, whose name as Secretary of Value Place Pelham LLC, 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, he, as such Secretary 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 24th day of October, 2014.


Notary Public in and for said County and State

My appointment expires: 10/29/17




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SCHEDULE 1

(Legal Description)

A parcel of land situated in the Southeast $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama:

Commence at the Southwest corner of said quarter Section and run East along the South line thereof for a distance of 1826.56 feet; thence leaving said South line turn an interior angle to the right of 57 degrees 00 minutes 07 seconds and run in a Northwesterly direction for a distance of 399.97 feet to a point on the Northern-most right of way of Oak Mountain Park Road (60 ROW) said point being a found 5/8" rebar; thence turn an interior angle to the left of 45 degrees 19 minutes 42 seconds and run in a Northeasterly direction along said right of way for a distance of 192.27 feet to the point of beginning of the property herein described said point being a found 5/8" rebar; thence turn an exterior angle to the right of 85 degrees 19 minutes 24 seconds and run in a Northerly direction for a distance of 280.69 feet to a point on the Southern-most right of way of Bishop Circle, said point being a set 5/8" capped rebar stamped CA-560-LS, said point also being on a curve turning to the left, said curve having a radius of 50.00 feet a central angle of 37 degrees 53 minutes 41 seconds, a chord distance of 32.47 feet, and an interior angle to the left to chord of 144 degrees 21 minutes 42 seconds; thence rim along the arc of said curve and along said right of way for a distance of 33.07 feet to a set 5/8" capped rebar stamped CA-560-LS, said point being the point of beginning of a reverse curve turning to the right, said curve having a radius of 20.00 feet, a central angle of 73 degrees 23 minutes 54 seconds, and a chord distance of 23.90 feet; thence run along the arc of said curve and along said right of way for a distance of 25.62 feet to a 5/8" capped rebar stamped CA-560-LS said point also being the point of tangency of said curve; thence run along a line tangent to said curve and along said right of way for a distance of 238.68 feet to a set 5/8" capped rebar stamped CA-560-LS, said point also being on a curve turning to the right, said curve having a radius of 3599.42 feet, a central angle of 03 degrees 37 minutes 05 seconds, a chord distance of 227.25 feet, and an interior angle to the left to chord of 93 degrees 53 minutes 53 seconds; thence run along the arc of said curve and along said right of way for a distance of 227.29 feet to a found 5/8" rebar, said point also being on the aforementioned right of way of Oak Mountain Park Road (I-65 Service Road); thence turn an interior angle to the left from a chord of 124 degrees 46 minutes 38 seconds and run in a Southwesterly direction along said right of way for a distance of 132.51 feet to a found concrete monument; thence turn an interior angle to the left of 145 degrees 56 minutes 59 seconds and run in a Northwesterly direction along said right of way for a distance of 164.71 feet to a found concrete monument; thence turn an interior angle to the left of 172 degrees 00 minutes 18 seconds and run in a Westerly direction for a distance of 24.16 feet to the point of beginning.

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