


This instrument prepared by
and after recording return to:

Ray D. Gibbons, Esq.
Gibbons Graham LLC
100 Corporate Parkway, Suite 125
Birmingham, Alabama 35242


20150427000136790 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
04/27/2015 02:44:29 PM FILED/CERT

FIFTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIFTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of April 23, 2015 between **NSH CORP.**, an Alabama corporation, whose address is 3454 Market Street, Hoover, Alabama 35226, Attention: Dwight A. Sandlin (the "Mortgagor"), and **RIME HOLDINGS, LLC**, an Alabama limited liability company, whose address is 100 Village Street, Birmingham, Alabama 35242, Attention: Lawrence S. Nickles (the "Mortgagee"). Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Mortgage (as hereinafter defined).

WHEREAS, Mortgagor executed and delivered in favor of Mortgagee that certain Mortgage and Security Agreement dated as of April 30, 2014, and recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20140523000156760, which was amended pursuant to: (i) that certain First Amendment to Mortgage and Security Agreement between Mortgagor and Mortgagee, recorded November 19, 2014 as Instrument #20141119000364900 in the Office of the Judge of Probate of Shelby County, Alabama; (ii) that certain Second Amendment to Mortgage and Security Agreement dated as of February 11, 2015 between Mortgagor and Mortgagee, recorded February 17, 2015 as Instrument #20150217000049840 in the Office of the Judge of Probate of Shelby County, Alabama; (iii) that certain Third Amendment to Mortgage and Security Agreement dated as of February 20, 2015 between Mortgagor and Mortgagee, recorded March 2, 2015 as Instrument #20150302000063930 in the Office of the Judge of Probate of Shelby County, Alabama; and (v) that certain Fourth Amendment to Mortgage and Security Agreement dated as of March 25, 2015 between Mortgagor and Mortgagee, recorded April 14, 2015 as Instrument #20150414000119740 in the Office of the Judge of Probate of Shelby County, Alabama (as so amended, the "Mortgage"); and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage in order to add certain real property as part of the Mortgaged Property thereunder, as hereinafter provided.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree that the Mortgage is amended as follows:

1. The Mortgage is hereby amended by deleting subparagraph (a) of the fourth paragraph of the Mortgage, and by substituting the following in lieu thereof:

NOTE TO RECORDING OFFICE: Mortgage tax was paid upon recording of the Mortgage referenced above. The amount of indebtedness secured by such Mortgage is not being amended pursuant to this amendment, and no additional mortgage tax is due in connection with the recording of this amendment.

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 attached hereto and by this reference made a part hereof (the "Land");


2. The Mortgage is hereby amended by (i) adding the Exhibit A-5 attached hereto as a new Exhibit A-5 to the Mortgage, and (ii) adding the real estate described on the attached Exhibit A-5 as part of the Land and the Mortgaged Property.

3. To secure the Obligations, Mortgagor does hereby convey, mortgage and warrant, grant, bargain, sell, assign, transfer, pledge and set over, re-convey, re-mortgage and re-warrant, re-grant, re-bargain, re-sell, re-assign, re-transfer, re-pledge and re-set over to Mortgagee, its successors and assigns, all of Mortgagor's Interest in and to the Mortgaged Property, including, but not limited to, the Land described on the attached Exhibit A-5.

4. Except as hereinafter expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

5. In the event of any conflict between the provisions of the Mortgage, as hereby amended, and the provisions of the other Transaction Documents, the provisions most favorable to Mortgagee shall control.

* * * * *


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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

MORTGAGOR:

NSH CORP.,
an Alabama corporation

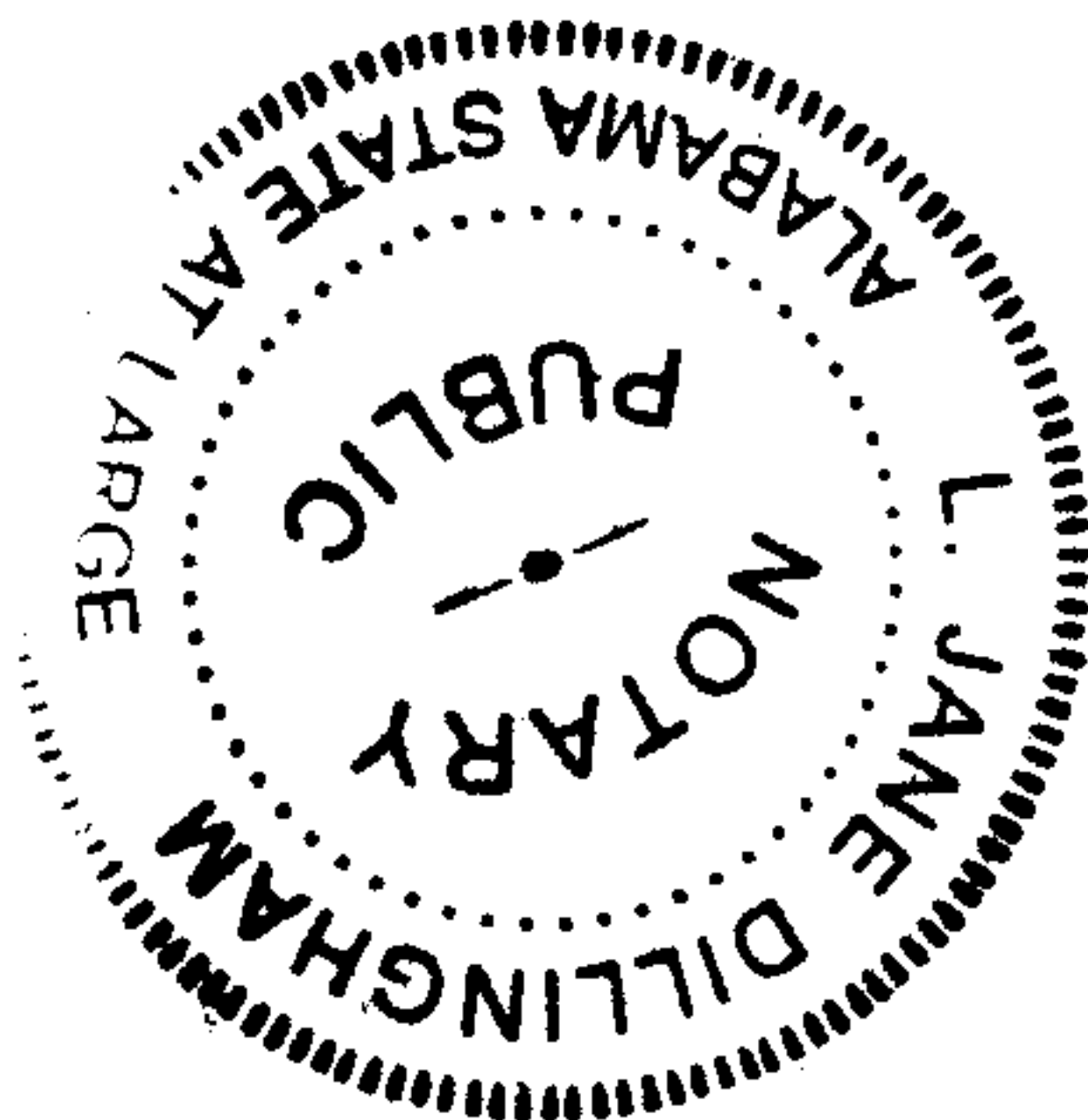
By: Robert L. Holman
Robert L. Holman
Its: Executive Vice President

STATE OF ALABAMA §
COUNTY OF Shelby §

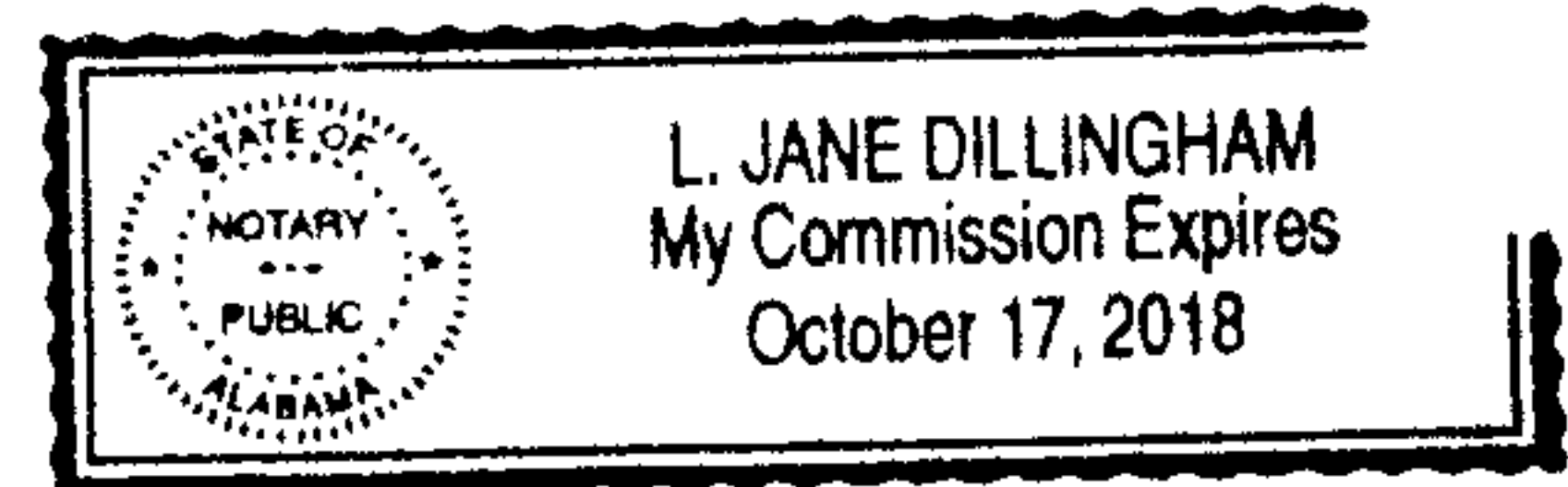
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert L. Holman, whose name as Executive Vice President of NSH Corp., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal, this the 22nd day of April, 2015

[SEAL]



L. Jane Dillingham
Notary Public
My Commission Expires: _____



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MORTGAGEE:

RIME HOLDINGS, LLC,
an Alabama limited liability company

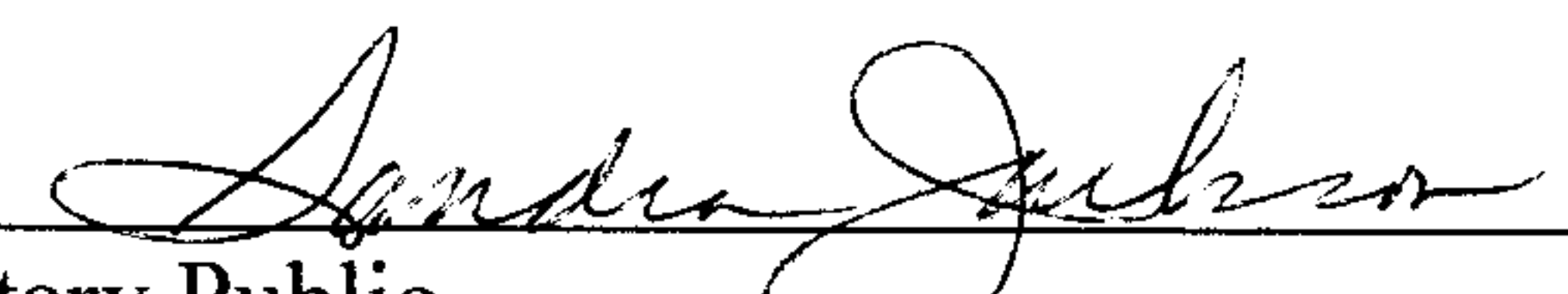
By: 
Lawrence S. Nickles
Its: Authorized Representative

STATE OF ALABAMA §
COUNTY OF Shelby §

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lawrence S. Nickles, whose name as Authorized Representative of Rime Holdings, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the 23rd day of April, 2015.

[SEAL]


Notary Public
My Commission Expires: 10/1/18



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EXHIBIT "A-5"
DESCRIPTION OF LAND

Lots 158 and 194, according to the Survey of Kensington Place, Phase II, as recorded in Map Book 42, Page 117, in the Probate Office of Shelby County, Alabama.



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