

24

NOTE TO RECORDER: *This instrument is an amendment to that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated December 26, 2013, executed by NSH Corp., an Alabama corporation, as Mortgagor, in favor of First Commercial Bank, a division of Synovus Bank, a Georgia state banking corporation, as Mortgagee, in the original principal amount of up to \$8,000,000.00, and originally filed for record on December 27, 2013, at LR 201320, Page 20055 with the Probate Office of Jefferson County, Alabama (mortgage tax in the amount of \$12,000.00 was paid upon recording this mortgage). The Mortgage was further 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. The indebtedness secured by the Mortgage was subsequently increased to \$10,000,000.00 pursuant to that Amendment and Joinder to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of December 31, 2014, a certified copy of which is attached hereto as Exhibit B. As further set forth in Exhibit B, all applicable additional mortgage tax that was due in connection with the increase of such indebtedness was previously paid. As such, total Mortgage tax in the amount of \$15,000.00 has been previously paid to the Probate Office of Jefferson County, Alabama, and certain other Probate Offices within the State of Alabama. Given that this instrument only adds real property to the property secured by the Mortgage and, in accordance with Section 40-22-2(6) of the Code of Alabama 1975, no additional mortgage recording tax is due in connection with the recording of this Amendment because mortgage privilege tax has previously been paid in full.*

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)

**AMENDMENT AND JOINDER TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT
OF RENTS AND LEASES AND SECURITY AGREEMENT**

THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this “**Amendment**”) is dated and is effective as of the 14th day of November, 2015, from **NSH CORP.**, an Alabama corporation (“**NSH**”), and **SB DEV. CORP.**, an Alabama corporation (“**SB Dev**”; together with NSH, individually and collectively, as applicable, 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**”).

RECITALS:

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, and as further amended by that certain Second Amendment to Loan Agreement and Other Loan Documents (the “**Second Amendment**”) dated as of December 31, 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 \$10,000,000.00 (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 original 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, and filed for record on February 24, 2014, with the Judge of Probate of Shelby County, Alabama as Instrument Number 20140224000050360 (as amended, the “**Mortgage**”), securing certain real property described in Exhibit A attached thereto and incorporated herein (as amended from time to time, 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**”);

WHEREAS, in connection with the Second Amendment, SB Dev became a Borrower under the Loan Agreement, and as a condition thereto, is obligated to become a mortgagor hereunder; and

WHEREAS, in accordance with the Loan Agreement, Mortgagor desires to amend the Mortgage to (i) join SB Dev as a Mortgagor under the Mortgage, and (ii) increase the amount secured by the Mortgage to \$10,000,000, and in accordance therewith, Mortgagor desires to amend the Mortgage as set forth herein.

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. **Joinder to Mortgage.** By its execution hereof, SB joins the Mortgage as a Mortgagor. Accordingly, SB Dev agrees that it is a “Mortgagor” under the Mortgage and by execution of this Amendment assumes, on a joint and several basis with each other Mortgagor all obligations, representations, warranties, covenants, terms, conditions, duties and waivers of a “Mortgagor” thereunder, all as if SB Dev had been an original signatory to the Mortgage. Without limiting the generality of the foregoing, SB Dev hereby, on a joint and several basis with each other Mortgagor:

a. makes to Mortgagee as of the date hereof each of the representations and warranties contained in the Mortgage and agrees to be bound by each of the covenants contained in the Mortgage; and

b. consents and agrees to each provision set forth in the Mortgage.

2. **Amendment of Mortgage.**

a. The Mortgage shall be and the same hereby is amended to reflect that Mortgagor and Mortgagee have executed the Second Amendment and the restated note described therein, such that the Mortgage shall collateralize and secure the increased Loan amount.

b. 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.


c. 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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20151125000406330 3/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

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.

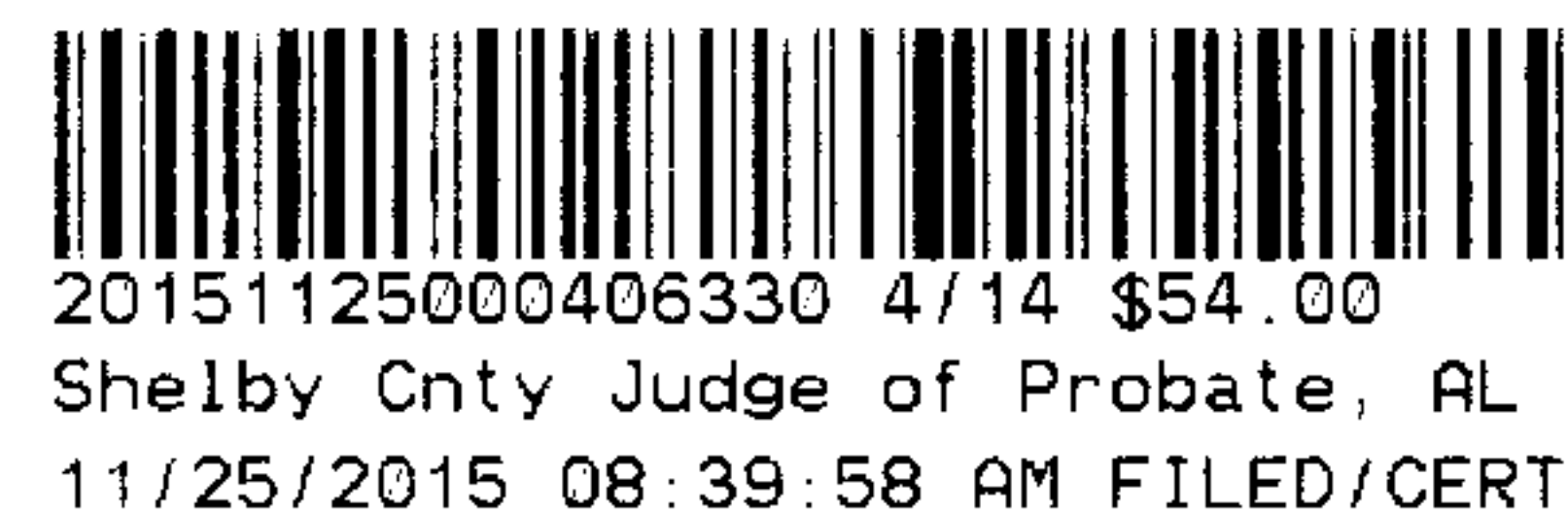
NSH CORP., an Alabama corporation

By: 
Levi Mixon
Its: Chief Financial Officer

SB DEV. CORP., an Alabama corporation

By: 
Levi Mixon
Its: Chief Financial Officer

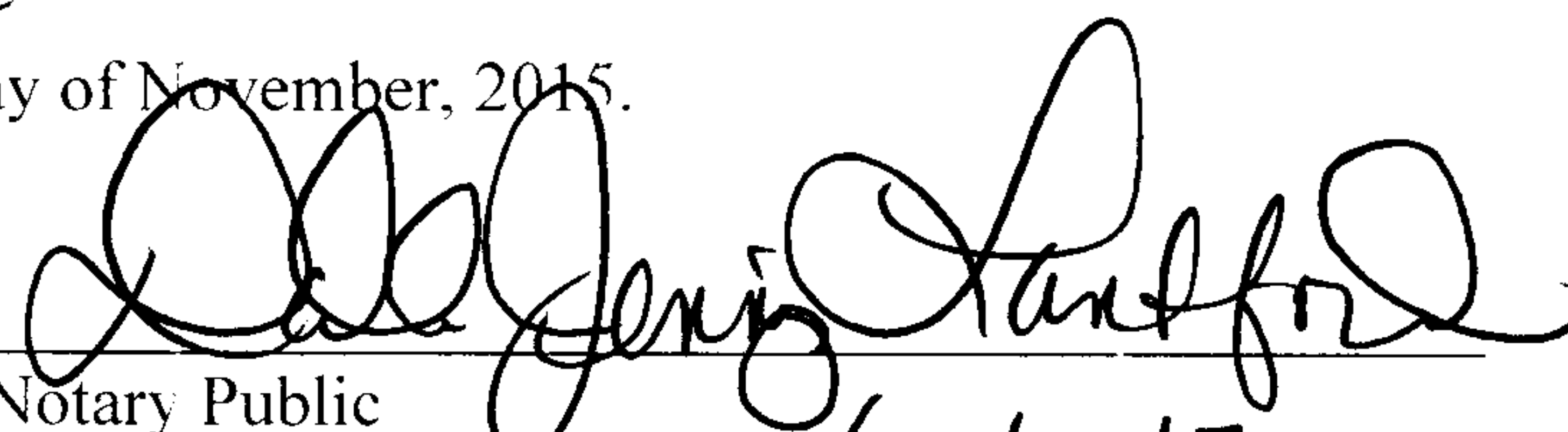
STATE OF ALABAMA)
COUNTY OF Jefferson)



The undersigned, a Notary Public in and for said County in said State, hereby certifies that Levi Mixon, whose name as (i) the duly authorized Chief Financial Officer of NSH Corp., an Alabama corporation, and (ii) the duly authorized Chief Financial Officer of SB Dev. Corp., an Alabama corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date, that being informed of the contents of said agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporations.

Given under my hand this the 3rd day of November, 2015.

[AFFIX SEAL]


Notary Public
My commission expires: 6-6-17

**NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JUNE 6, 2017
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS**

EXHIBIT A

LEGAL DESCRIPTION

Lot 835, according to the Final Plat Sheet I Riverwoods Eighth Sector – Phase I, as recorded in Map Book 43, Page 28 A and B, in the Probate Office of Shelby County, Alabama.



20151125000406330 5/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

EXHIBIT B

PREVIOUSLY RECORDED
AMENDMENT AND JOINDER TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT
OF RENTS AND LEASES AND SECURITY AGREEMENT

(Attached hereto)



20151125000406330 6/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

12th



20141231001190860 1/2
Bk: LR201419 Pg:11165
Jefferson County, Alabama
I certify this instrument filed on:
12/31/2014 01:24:01 PM AFF
Judge of Probate- Alan L. King

This instrument prepared by
and record and return to:
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)
COUNTY OF JEFFERSON)
COUNTY OF MADISON)



20151125000406330 7/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

The undersigned, being first duly sworn, hereby states the following:

(1) The undersigned is an authorized officer of each of **NSH CORP.**, and **SB DEV. CORP.** (individually and collectively, the "**Mortgagor**").

(2) Each Mortgagor is executing and delivering an Amendment and Joinder to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (each, a "**Joinder**"), in favor of **FIRST COMMERCIAL BANK**, a division of Synovus Bank (the "**Mortgagee**")

(3) The Joinders collectively increase the indebtedness secured by the Mortgage (as defined therein) by \$2,000,000.00. Accordingly an aggregate of \$3,000.00 in mortgage recording tax is due and payable in connection with the recording of the Joinders.

(4) The real properties that are currently secured by the Joinders and the Mortgage are located in Jefferson County, Alabama, and Madison County, Alabama.

(5) The undersigned has in his possession information regarding the value of the properties that are secured by the Joinders and the Mortgage. With regard to the properties secured by the Joinder and the Mortgage, the undersigned certifies as follows:

(a) The total fair market value of all real property currently secured by the Joinders and the Mortgage is Eight Million Six Hundred Eighty-Nine Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$8,689,885).

(b) The properties that are currently secured by the Mortgage are located within two (2) counties. The counties, and the respective fair market values of such properties in each, are as follows:

COUNTY	VALUE	PERCENTAGE
Jefferson	\$5,586,500	64.29%
Madison	\$3,103,385	35.71%
TOTAL		100.00%

I do hereby certify that the information contained herein is complete and accurate to the best of my knowledge, on this the 31st day of December, 2014.



Robert Holman, Executive Vice President

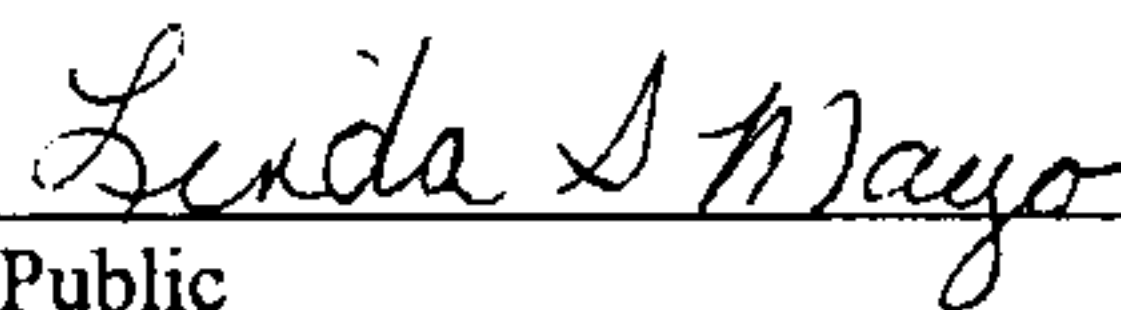
STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)



20151125000406330 8/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

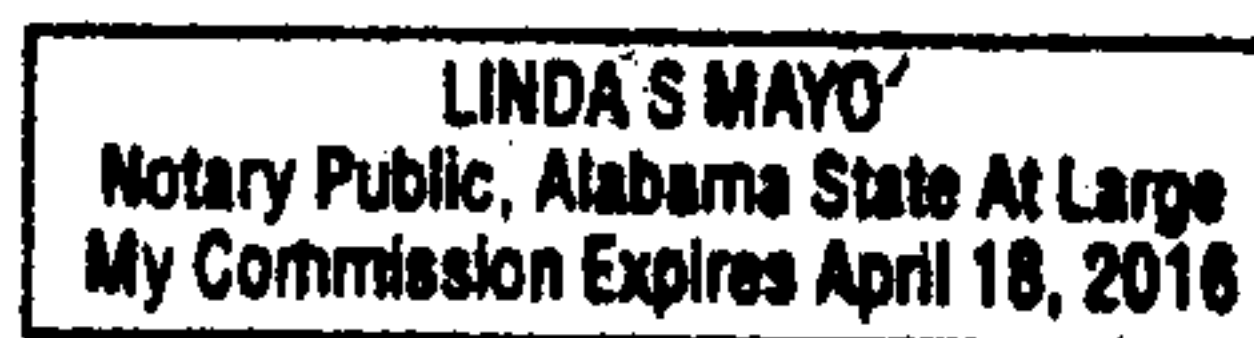
I, the undersigned notary public, in and for said County in said State, hereby certify that Robert Holman whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Affidavit, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of December, 2014.



Notary Public

My Commission Expires: 04-18-2016
(SEAL)



20141231001190860 2/2
BK: LR201419 Pg:11165
Jefferson County, Alabama
12/31/2014 01:24:01 PM AFF
Fee - \$19.00

Total of Fees and Taxes-\$19.00
LMCDUFFIE

20151125000406330 9/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

State of Alabama

Jefferson County

I, the Undersigned, as Judge of Probate Court in and for Jefferson County, Alabama, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office. Given under my hand and official seal, this the 30th day of Oct, 2015.

Alan L. Krug
JUDGE OF PROBATE

18⁰⁰-



20141231001190850 1/4
Bk: LR201419 Pg: 11161
Jefferson County, Alabama
I certify this instrument filed on:
12/31/2014 01:24:00 PM MTG
Judge of Probate- Alan I. King

NOTE TO RECORDER: This instrument is an amendment to that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated December 26, 2013, executed by NSH Corp., an Alabama corporation, as Mortgagor, in favor of First Commercial Bank, a division of Synovus Bank, a Georgia state banking corporation, as Mortgagee, in the original principal amount of up to \$8,000,000.00, and originally filed for record on December 27, 2013, at LR 201320, Page 20055 with the Probate Office of Jefferson County, Alabama (mortgage tax in the amount of \$12,000.00 was paid upon recording this mortgage). This instrument increases the indebtedness secured by said Mortgage to \$10,000,000.00. Accordingly, as a result of such increase, additional mortgage tax is due in the aggregate amount of \$3,000.00. In accordance with the valuations set forth in the affidavit submitted herewith, an original of which is attached hereto and recorded herewith, currently 64.29% of the value of the aggregate property secured by such mortgages is in Jefferson County, Alabama, with the remainder of such property being in Madison County, Alabama. Accordingly, \$1,928.70 in mortgage recording tax is due and payable to the Judge of Probate of Jefferson County, Alabama, with the remainder of all such mortgage recording tax being due and payable to the Judge of Probate of Madison County, Alabama, upon the recording in Madison County.

\$1,285,800.00 Jeff Co.

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)
)
JEFFERSON COUNTY)

AMENDMENT AND JOINDER TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this "Amendment") is dated and is effective as of the 31st day of December, 2014, from NSH CORP., an Alabama corporation ("NSH"), and SB DEV. CORP., an Alabama corporation ("SB Dev"; together with NSH, individually and collectively, as applicable, 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").

RECITALS:

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, and as further amended by that certain Second Amendment to Loan Agreement and Other Loan Documents (the "Second Amendment") dated as of December 31, 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");

23941139.1



20151125000406330 10/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

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 original 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**"), securing certain real property described in Exhibit A attached thereto and incorporated herein (as amended from time to time, 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**");

WHEREAS, in connection with the Second Amendment, SB Dev became a Borrower under the Loan Agreement, and as a condition thereto, is obligated to become a mortgagor hereunder;

WHEREAS, as further described in the Second Amendment, Mortgagor and Mortgagee have increased the maximum principal amount of the Loan by \$2,000,000.00, such that after effecting such increase, the maximum amount available with respect to the Loan will be \$10,000,000.00; and

WHEREAS, in accordance with the Loan Agreement, Mortgagor desires to amend the Mortgage to (i) join SB Dev as a Mortgagor under the Mortgage, and (ii) increase the amount secured by the Mortgage to \$10,000,000, and in accordance therewith, Mortgagor desires to amend the Mortgage as set forth herein.

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. **Joinder to Mortgage.** By its execution hereof, SB joins the Mortgage as a Mortgagor. Accordingly, SB Dev agrees that it is a "Mortgagor" under the Mortgage and by execution of this Amendment assumes, on a joint and several basis with each other Mortgagor all obligations, representations, warranties, covenants, terms, conditions, duties and waivers of a "Mortgagor" thereunder, all as if SB Dev had been an original signatory to the Mortgage. Without limiting the generality of the foregoing, SB Dev hereby, on a joint and several basis with each other Mortgagor:

- a. makes to Mortgagee as of the date hereof each of the representations and warranties contained in the Mortgage and agrees to be bound by each of the covenants contained in the Mortgage; and
- b. consents and agrees to each provision set forth in the Mortgage.

2. **Amendment of Mortgage.**

a. The Mortgage shall be and the same hereby is amended to reflect that Mortgagor and Mortgagee are executing the Second Amendment and the restated note described therein, such that the Mortgage shall collateralize and secure the increased Loan amount.

b. 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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20151125000406330 12/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

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
Robert Holman
Its: Executive Vice President

SB DEV. CORP., an Alabama corporation

By: Robert Holman
Robert Holman
Its: Executive Vice President

20151125000406330 13/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

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 (i) the duly authorized Executive Vice President of NSH Corp., an Alabama corporation, and (ii) the duly authorized Executive Vice President of SB Dev. Corp, an Alabama corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date, that being informed of the contents of said agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporations.

Given under my hand this the 31 day of December, 2014.

[AFFIX SEAL]

Linda S Mayo
Notary Public
My commission expires: 04-18-2016

LINDA S MAYO
Notary Public, Alabama State At Large
My Commission Expires April 18, 2016

23941139.1

A-1

20141231001190850 4/4
Bk: LR201419 Pg:11161
Jefferson County, Alabama
12/31/2014 01:24:00 PM MTG
Fee - \$25.00
Mortgage Tax -\$1928.70
Total of Fees and Taxes-\$1953.70
LMCDUFFIE



20151125000406330 14/14 \$54.00
Shelby Cnty Judge of Probate, AL
11/25/2015 08:39:58 AM FILED/CERT

State of Alabama

Jefferson County

I, the Undersigned, as Judge of Probate Court in and for Jefferson County, Alabama, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office. Given under my hand and official seal, this the 30th day of Oct, 2015.

Alan L. King
JUDGE OF PROBATE