

NOTE TO PROBATE COURT: This Amendment is being filed to add additional collateral for the indebtedness secured by the Mortgage recorded in the Probate Office of Shelby County, Alabama. No tax is due.

This instrument was prepared by:

William R. Justice
P. O. Box 587, Columbiana, Alabama 35051

AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT (the "Amendment") is dated the 21st day of December, 2015, and is entered into by and among TESC, LLC, an Alabama limited liability company, whose address is 2400 1st Avenue South, Birmingham, AL 35233 (hereinafter referred to as "Mortgagor"), and BANCORPSOUTH (also known as BANCORPSOUTH BANK) whose address is 4680 Highway 280 East, Birmingham, AL 35242 (hereinafter referred to as "Mortgagee").

RECITALS

A. The Mortgagor is indebted to the Mortgagee in the original principal sum of One Hundred and Forty-eight Thousand Eight Hundred and no/100 DOLLARS (\$148,800.00) as evidenced by the terms of a Note dated December 2, 2014 (the "Note") executed by the Mortgagor in favor of the Mortgagee.

B. The indebtedness evidenced by the Note is secured by, among other things, a Mortgage, Assignment of Rents and Leases, and Security Agreement (the "Mortgage") dated December 2, 2014 and recorded as Instrument No. 20141204000382190 in the Probate Office of Shelby County, Alabama.

C. In connection with the release of certain collateral from the Mortgage the Mortgagee has requested additional collateral be provided as security for the indebtedness evidenced by the Note.


D. The Mortgagor has agreed to provide Mortgagee with such additional collateral.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and to secure the prompt payment of all amounts due under the Note, the Mortgage and this Amendment, and also to secure the full and complete performance of each and every obligation, covenant, duty and agreement of the Mortgagor to the Mortgagee contained in this Amendment or any other document or instrument executed by Mortgagor in connection with the loan evidenced by the Note, the Mortgagor and the Mortgagee hereby agree, and the Mortgage is hereby amended, as follows:

1. The definition of "Land" contained in the Mortgage is hereby amended to include the real property located in Shelby County, Alabama, and more particularly described as:

See attached Exhibit "A"


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2. The definition of "Land" contained in the Mortgage is hereby amended to exclude the real property located in Shelby County, Alabama, which shall be released from the Mortgage by a separate Partial Mortgage Release, and more particularly described as:

See attached Exhibit "B"

3. The Mortgagor, as security for the payment and/or performance of all obligations, debts, and liabilities, plus interest thereon, evidenced by the Note and secured by the Mortgage, as the same may be amended, modified, restated, or extended, does hereby GRANT, BARGAIN, SELL, AND CONVEY to the Mortgagee, its successors and assigns, the Land, as amended hereby.

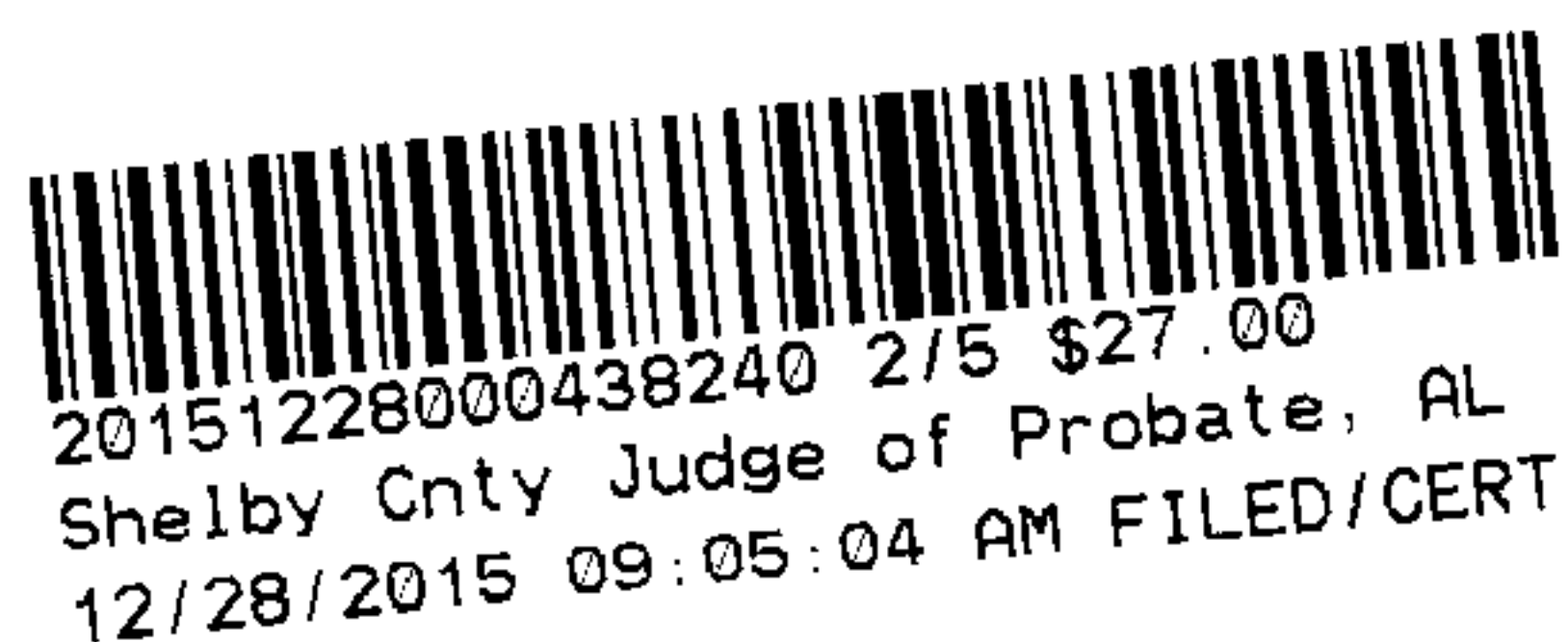
TO HAVE AND TO HOLD the Land, and every part thereof, unto the Mortgagee, its successors and assigns, forever, subject, however, to the terms and conditions in herein and in the Mortgage.

4. Except as expressly modified herein, the terms of the Mortgage shall remain unchanged and in full force and effect, and are legally valid, binding, and enforceable in accordance with its terms. Consent by Mortgagee to this Amendment does not waive Mortgagee's right to require strict performance of the Mortgage as amended herein, nor obligate Mortgagee to make any future amendments. Any and all makers, endorsers, any guarantors, or any other parties liable to Mortgagee under the Note, the Mortgage, this Amendment, or any other loan documents are not released by virtue of this Amendment.

5. Mortgagor warrants that it is or will be lawfully seized of the estate conveyed by this Amendment and has the right to grant, bargain, sell, and convey the Land. Mortgagor also warrants that the Land described on the attached Exhibit A is unencumbered, except for customary easements, rights of way, utility easements, and similar encumbrances of record.

6. By signing below, Mortgagor agrees to the terms and covenants contained in this Amendment. Mortgagor also acknowledges receipt of a copy of this Amendment.

IN WITNESS WHEREOF the undersigned Mortgagor has hereunto set its hand and seal hereto, effective as of the date first above written.



TESC, LLC, and Alabama limited liability company

by Tom E. Stevens

Tom E. Stevens, as its Manager

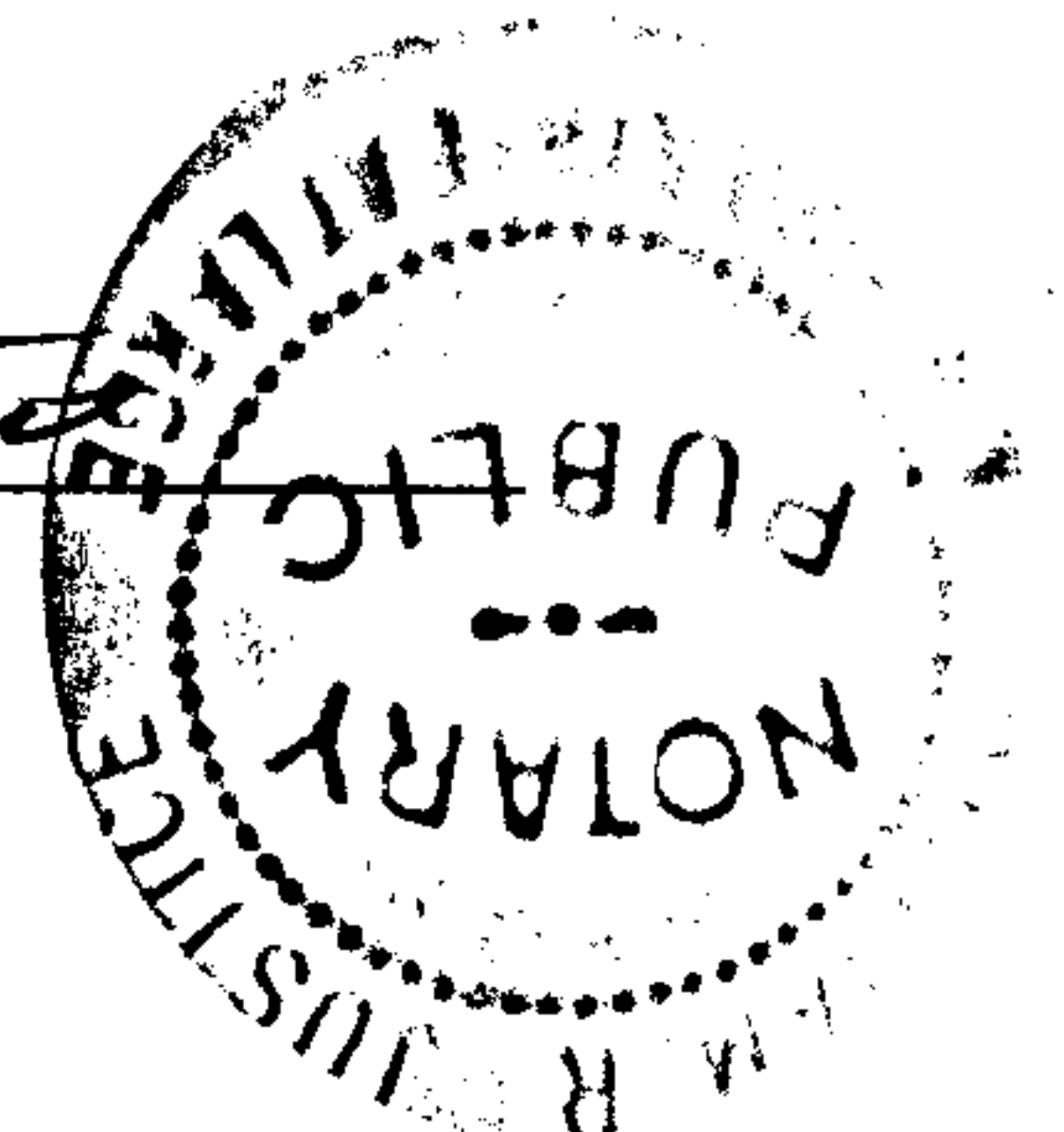
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tom E. Stevens, whose name as Manager of TESC, LLC, an Alabama limited liability company, 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, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 21st day of December, 2015.

My commission expires: 9/11/19

Keller Justice
Notary Public



Consent to Amendment:

BANCORPSOUTH aka BANCORPSOUTH BANK

by Lyn Cook
Authorized signer

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lyn Cook, whose name as Officer of BANCORPSOUTH aka BANCORPSOUTH BANK, a banking 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, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 25th day of December, 2015.

My commission expires: 2-17-19

Cynthia R Mitchell
Notary Public

CYNTHIA KAY MITCHELL
Notary Public
Alabama State At Large
My Commission Expires 2-17-2019



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Exhibit "A"
Legal Description

PARCEL 5:

Commencing at the Southwest corner of the East Half of the Northeast Quarter of the Northwest Quarter of Section 26, Township 20 South, Range 1 East; thence South 00 degrees 00 minutes 31 seconds East a distance of 68.78 feet to the point of beginning; thence South 00 degrees 00 minutes 00 seconds East a distance of 593.09 feet to a point; thence North 89 degrees 57 minutes 22 seconds East a distance of 675.74 feet to the East line of the Southeast Quarter of the Northwest Quarter of Section 26; thence North 45 degrees 30 minutes 07 seconds East a distance of 848.30 feet to a point; thence South 89 degrees 54 minutes 39 seconds West a distance of 1280.91 feet to the point of beginning.

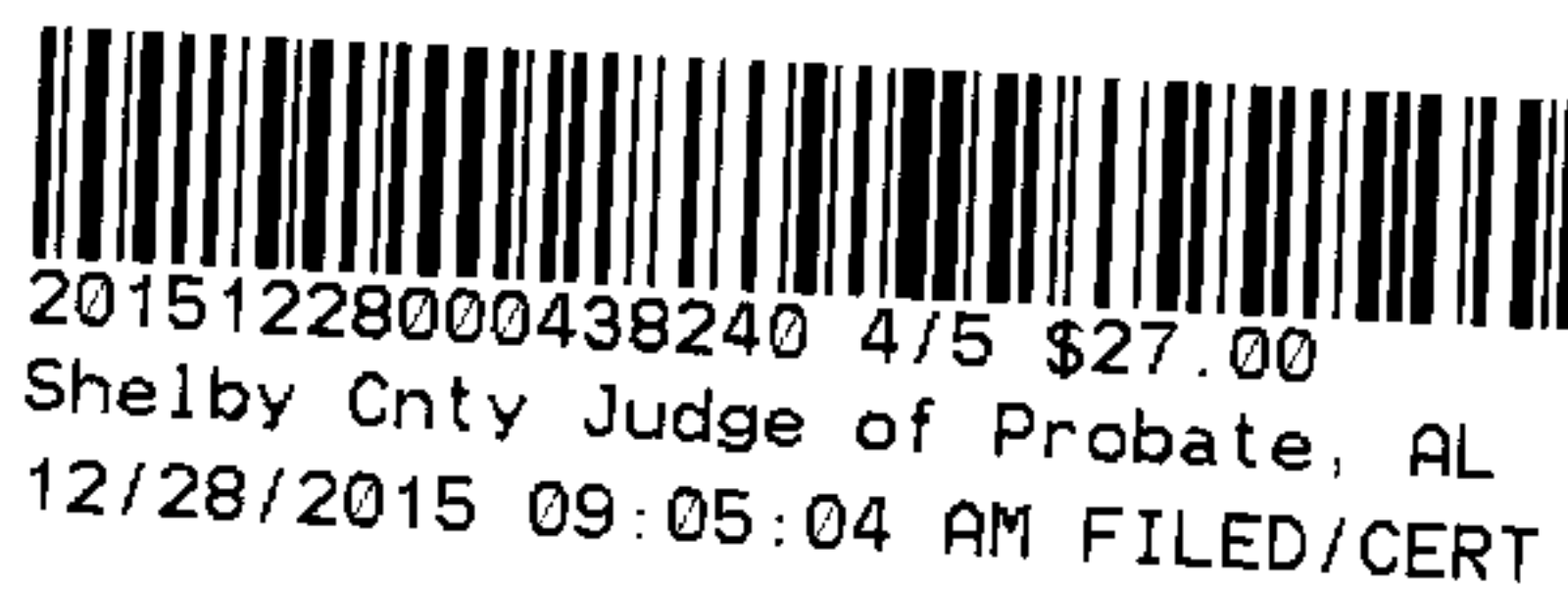


EXHIBIT "B"
LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING BETTER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 89°51'10" EAST ALONG THE SOUTH LINE OF SAID ¼ - ¼ SECTION FOR 1347.95 FEET TO THE SOUTHEAST CORNER OF SAID ¼ - ¼ SECTION; THENCE RUN NORTH 00°03'29" WEST ALONG THE EAST LINE OF SAID ¼ - ¼ SECTION FOR 220.24 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAK TREE TRAIL (PRESCRIPTIVE RIGHT-OF-WAY; THENCE RUN SOUTH 63°08'29" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 50.33 FEET; THENCE RUN SOUTH 72°47'34" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 137.22 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD #51 AND A NON TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A CHORD BEARING OF NORTH 39°47'47" WEST, AND A CHORD LENGTH OF 35.92 FEET; THENCE RUN ALONG SAID ARC AND SAID ROAD RIGHT-OF-WAY FOR 36.00 FEET; THENCE RUN NORTH 46°40'22" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 185.38 FEET TO A CURVE TO THE LEFT WITH A RADIUS OF 1031.70 FEET, A CHORD BEARING OF NORTH 49°12'27" WEST, AND A CHORD LENGTH OF 91.25 FEET; THENCE RUN ALONG SAID ARC AND SAID ROAD RIGHT-OF-WAY FOR 91.28 FEET; THENCE RUN NORTH 51°44'32" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 450.57 FEET TO A CURVE TO THE LEFT WITH A RADIUS OF 531.70 FEET, A CHORD BEARING OF NORTH 54°10'18" WEST, AND A CHORD LENGTH OF 45.07 FEET; THENCE RUN ALONG SAID ARC AND SAID ROAD RIGHT-OF-WAY FOR 45.09 FEET; THENCE RUN NORTH 56°36'03" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 206.76 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 468.30 FEET, A CHORD BEARING OF NORTH 50°02'02" WEST, AND A CHORD LENGTH OF 107.11 FEET; THENCE RUN ALONG SAID ARC AND SAID ROAD RIGHT-OF-WAY FOR 107.35 FEET; THENCE RUN NORTH 43°28'01" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 110.55 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 1368.30 FEET, A CHORD BEARING OF NORTH 35°51'09" WEST, AND A CHORD LENGTH OF 362.62 FEET; THENCE RUN ALONG SAID ARC AND SAID ROAD RIGHT-OF-WAY FOR 363.69 FEET; THENCE RUN NORTH 28°14'16" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 26.07 FEET; THENCE RUN SOUTH 00°02'46" EAST ALONG THE WEST LINE OF SAID ¼ - ¼ SECTION FOR 1259.91 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART OF LAND LYING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY



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