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Shelby Cnty Judge of Probate, AL
02/17/2016 11:32:45 AM FILED/CERT

Note to recording office regarding amount of Mortgage Privilege Tax: No privilege tax is due upon recording this Agreement. This Agreement clarifies that the mortgage referenced below continues to secure indebtedness evidenced by the Restated Note (as defined herein), subject to a maximum obligation limit of \$167,257.50. Privilege tax has already been paid on this maximum obligation limit of \$167,257.50. The amount of \$282.95 was paid upon recording that Real Estate Mortgage dated May 29, 2007, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20080627000262220.

THIS INSTRUMENT PREPARED BY:

Jonathan R. Grayson
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203

STATE OF ALABAMA)

COUNTY OF SHELBY)

AMENDMENT TO MORTGAGE

This Amendment to Mortgage (this "Agreement"), is made the **25th** day of **January, 2016**, by and between SIBERIAN STAR SLED DOG RESCUE, INC., an Alabama non-profit corporation ("Mortgagor"), and RENASANT BANK, a Mississippi banking corporation ("Renasant" or "Mortgagee").

RECITALS:

WHEREAS, Mortgagor is the maker of a certain \$167,257.50 promissory note dated May 29, 2007 payable to the order of Merchants & Farmers Bank (as amended from time to time, the "Original Note"), which evidences a certain \$167,257.50 loan from Merchants & Farmers Bank to Mortgagor (as amended from time to time, the "Loan");

WHEREAS, the Loan is secured by, without limitation, that Real Estate Mortgage executed by Mortgagor for the benefit of Merchants & Farmers Bank dated May 29, 2007, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20080627000262220 (the "Mortgage"), whereby Mortgagor granted Merchants & Farmers Bank a mortgage on certain property as more particularly described therein (the "Property");

WHEREAS, Renasant, successor in interest by merger with Merchants & Farmers Bank, is the holder of the Original Note and Mortgage;

WHEREAS, Mortgagor and Reasant agreed to consolidate the Loan with other obligations of Mortgagor to Renasant, as evidenced by that Consolidated, Amended, and Restated Promissory Note of even date herewith, executed by Mortgagor and payable to the order of Renasant (the "Restated Note");

WHEREAS, Mortgagor and Renasant, as Mortgagee, desire to amend the Mortgage to clarify that it continues to secure the obligations of Mortgagor under the Restated Note, subject to the "Maximum Obligation Limit" of \$167,257.50, as set forth in the Mortgage.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of Ten and No/100 Dollars (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The definition of "Secured Debt" in the Mortgage shall be amended to expressly include the Restated Note, which has a maturity date of January 25, 2021, and which is a renewal of the obligation evidenced by the Original Note. The Mortgage shall continue to secure all renewals, extensions, and modifications of the Restated Note, all refinancings of any part of the Restated Note, any and all other additional indebtedness of Mortgagor to Mortgagee, now existing or hereafter arising, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications, and/or refinancings thereof, whether incurred or given as maker, endorser, guarantor, or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge, or otherwise, including all obligations incurred by Mortgagor under any agreement between Mortgagor and Mortgagee or any affiliate of Mortgagee, whether now existing or hereafter entered into, which provides for an interest rate currency, equity, credit, or commodity swap, cap, floor, or collar, spot or foreign currency exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions, for the purpose of hedging Mortgagor's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio, or loan valuations or commodity prices.

2. The Mortgage is hereby ratified and reaffirmed by Mortgagor and Mortgagee with the changes included herein. Nothing herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in the Mortgage, and the same, except as modified herein, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions, and stipulations of the Restated Note, as applicable, and the other loan documents that are secured by the Mortgage, as the same may have been continued, modified, and/or amended from time to time,.

3. All of Mortgagee's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.

4. Notwithstanding the foregoing, this Agreement shall be binding and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

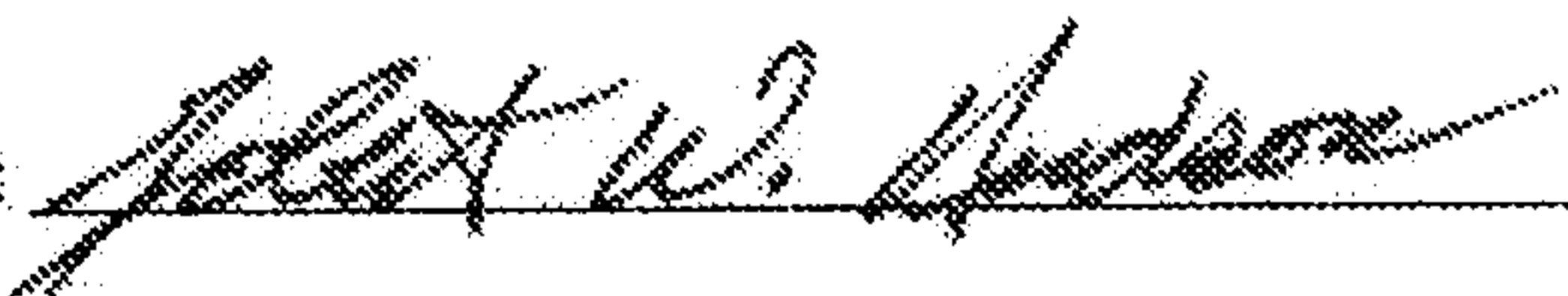
5. This Agreement embodies and constitutes the entire understanding with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one and the same agreement.

[remainder of page is blank; signature pages follow]

MORTGAGOR:

SIBERIAN STAR SLED DOG RESCUE, INC.
An Alabama Non-Profit Corporation

By: 

Name: Robert W. Hudson

Its: Treasurer

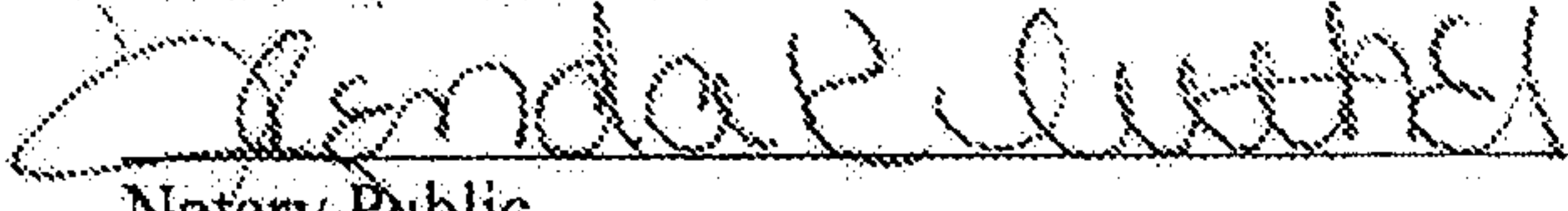
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Robert W. Hudson, whose name as Treasurer of Siberian Star Sled Dog Rescue, Inc., an Alabama non-profit corporation, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 10TH day of February, 2016.

(NOTARIAL SEAL)


Notary Public

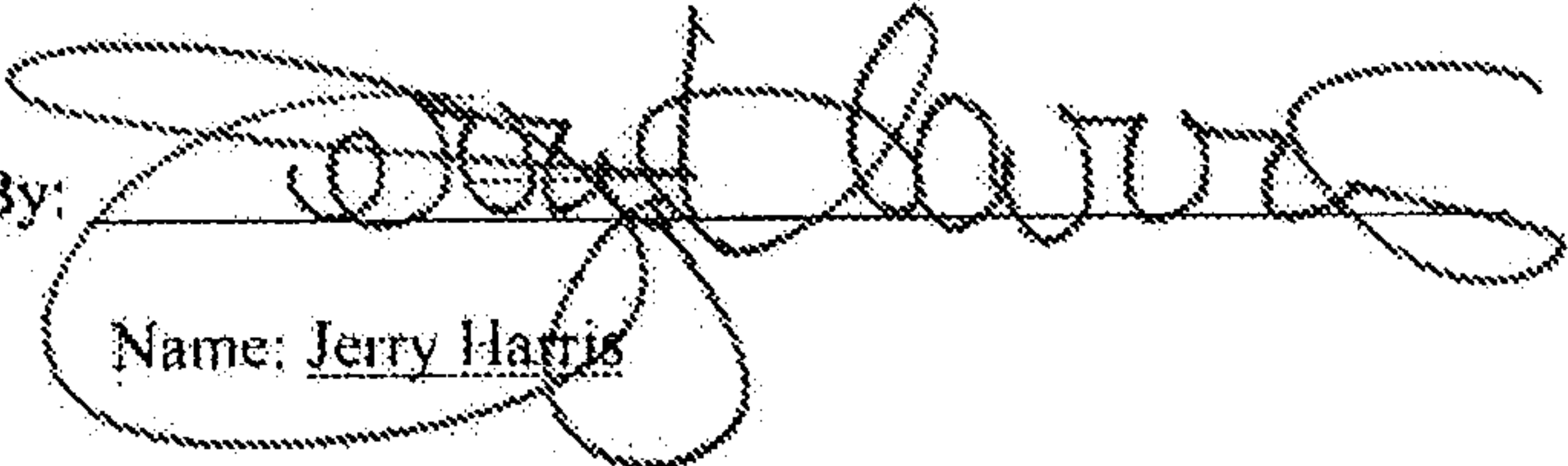
My Commission Expires: 7-19-2017



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MORTGAGEE:

RENASANT BANK
A Mississippi Banking Corporation

By: 
Name: Jerry Harris
Its: Vice President

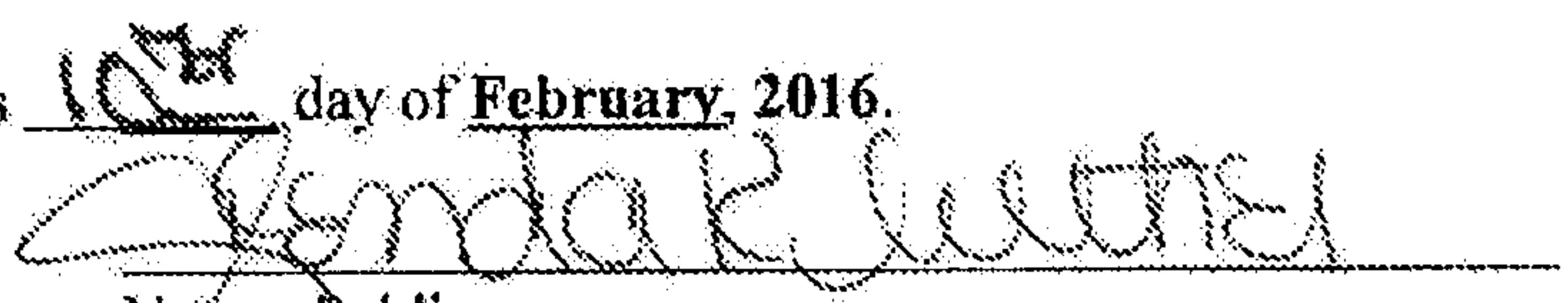
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Jerry Harris, whose name as Vice President of Renasant Bank, a Mississippi banking corporation, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 10th day of February, 2016.

(NOTARIAL SEAL)


Notary Public
My Commission Expires: 7-19-2017


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