
20160318000086810 1/4 \$1523.00
Shelby Cnty Judge of Probate, AL
03/18/2016 10:21:34 AM FILED/CERT

THE MAXIMUM AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE (AS AMENDED) SHALL NOT EXCEED \$2,000,000.00. MORTGAGE FILING PRIVILEGE TAXES HAVE BEEN PREVIOUSLY PAID ON \$1,000,000.00 OF SUCH INDEBTEDNESS IN CONNECTION WITH THAT CERTAIN MORTGAGE DATED OCTOBER 9, 2014, RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NUMBER 20141017000328410.

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") dated Feb 26, 2016 (the "Effective Date") is entered into by **LIBERTAE VITAE, LLC**, a Texas limited liability company (the "Borrower"), and **NATIONAL BANK OF COMMERCE**, a national banking association (the "Lender").

Recitals

A. The Borrower has previously executed in favor of the Lender a certain Mortgage dated as of October 9, 2014 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20141017000328410 (the "Mortgage").

B. The Mortgage secures, among other things, a certain term loan in the principal amount of \$1,000,000.00 (the "Loan"), which Loan is evidenced by a certain Promissory Note dated October 9, 2014 executed by the Borrower in favor of the Lender in said principal amount.

C. The Borrower has requested that the Lender extend an additional line of credit to the Borrower in the amount of \$1,000,000.00 (the "New Loan"), which New Loan shall be evidenced by a certain Promissory Note dated of even date herewith from the Borrower in favor of the Lender in the original principal amount of \$1,000,000.00 (the "New Note").

D. The Lender is willing to make the New Loan to the Borrower upon the condition that, among other things, the Borrower execute this Amendment to reflect that the Mortgage as amended hereby, secures the repayment of the New Loan evidenced by the New Note in addition to the Loan.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, the Borrower and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage.

2. In order to induce the Lender to make the New Loan and to enter into this Amendment, the Borrower hereby represents and warrants that all the representations and warranties set forth in the Mortgage are true and correct as of the date of this Amendment and as of the date of execution hereof; and no Event of Default thereunder has occurred and is continuing.

3. The Recitals section of the Mortgage is hereby amended by adding the following additional recital to read as follows:

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$2,000,000.00.

4. The definition of Note in the Mortgage is hereby deleted in its entirety and replaced with the following:


Note. The word "Note" means the promissory note dated October 9, 2014 from Grantor to Lender in the **original principal amount of \$1,000,000.00**, together with the promissory note dated of even date herewith from Grantor to Lender in the **original principal amount of \$1,000,000.00**, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. All references to the word "Note" shall include both of the promissory notes described above. **NOTE TO GRANTOR: THE NOTE CONTAINS VARIABLE INTEREST RATE.**

5. The definition of Mortgage in the Mortgage is hereby deleted in its entirety and replaced with the following:

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, as amended from time to time.

6. Except as hereby expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with their respective terms. This Amendment is not intended to be or create, nor shall it be construed as, a novation or an accord and satisfaction of the debts secured by the Mortgage.

[Signature pages follow]


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IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its duly authorized officer, all as of the Effective Date first set forth above.

BORROWER:

LIBERTAE VITAE, LLC,
a Texas limited liability company

By: 

Name: John Thomas McPherson

Its: Sole Member / Manager

STATE OF Texas)
COUNTY OF Dallas)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John Thomas McPherson, whose name as Sole Member / Manager of Libertae Vitae, LLC, a Texas 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 said instrument, s/he, as such Sole Member / Manager 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 26 day of Feb, 2016.


Notary Public

[AFFIX SEAL]

My Commission Expires: 7-14-18




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LENDER:

NATIONAL BANK OF COMMERCE,
a national banking association

By: *Patrick Carlton*

Name: *Patrick Carlton*

Its: *SVP*

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

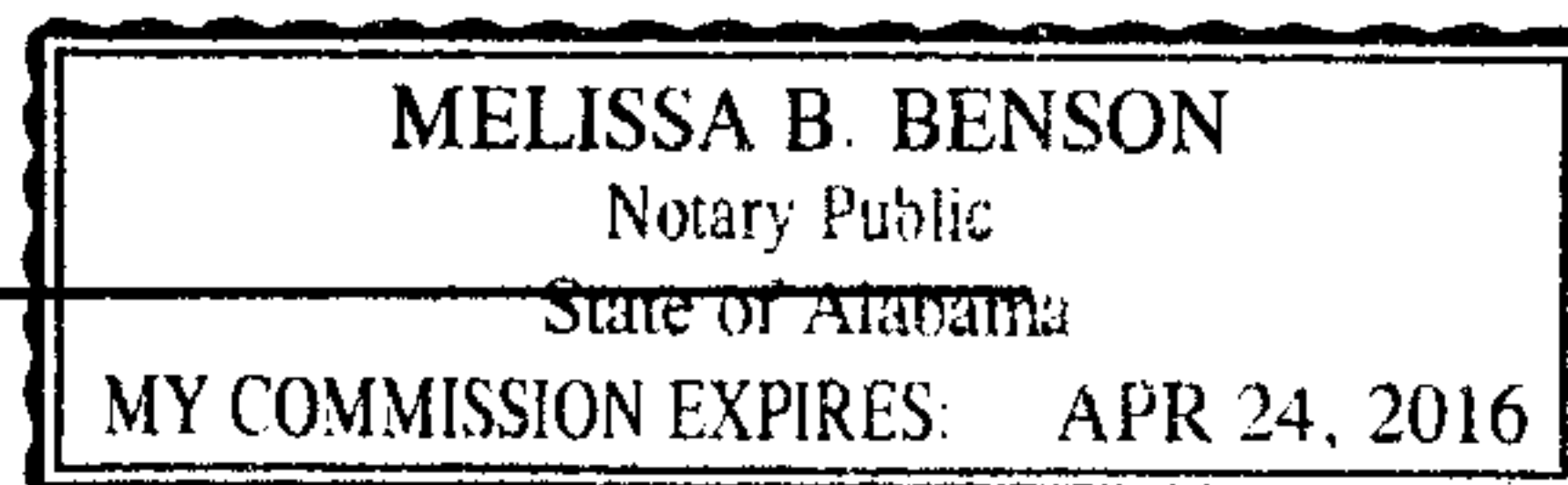
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that *Patrick Carlton*, whose name as *SVP* of National Bank of Commerce, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this *26th* day of *February*, 2016.


Melissa B. Benson
Notary Public

[AFFIX SEAL]

My Commission Expires:



This instrument was prepared by:
Kara M. Garstecki
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2602


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