


STATE OF ALABAMA  
COUNTY OF Shelby

  
20160502000145540 1/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
05/02/2016 12:25:42 PM FILED/CERT

### AMENDMENT TO MASTER MORTGAGE

**THIS AMENDMENT** amends that certain Master Mortgage, (hereinafter "Mortgage") dated 22<sup>nd</sup> day of December, 2015, between **NSH CORP.**, an Alabama corporation, **SB HOLDING CORP.**, an Alabama corporation, and **SB DEV. CORP.**, an Alabama corporation (hereinafter jointly, severally, and collectively referred to as "Mortgagor") and **USAMERIBANK** (formerly known as **ALiant BANK**, a division of **USAMERIBANK**), a Florida banking corporation (hereinafter "Mortgagee").

**WHEREAS**, the Mortgage is recorded December 22, 2015 as Instrument No. 201512300124097; in the office of the Judge of Probate of **Jefferson County**, Alabama and recorded December 23, 2015 as Instrument No. 20151223000436940; in the office of the Judge of Probate of **Shelby County**, Alabama.

**WHEREAS**, as provided in the Mortgage, said Mortgagor is indebted to Mortgagee in the aggregate principal sum of \$20,000,000.00, payable in accordance with the terms of a Master Revolving Line of Credit Promissory Note in the amount of \$13,000,000.00; Master Revolving Line of Credit Promissory Note in the amount of \$4,500,000.00; and Master Revolving Line of Credit Promissory Note in the amount of \$2,500,000.00 (collectively along with all renewals, extensions, and modifications, as the "Note" or "Notes") and the Master Loan Agreement executed in connection with each Note as last amended (collectively along with all amendments thereto, the "Agreement").

**WHEREAS**, upon the recordation of the Mortgage the mortgage tax pertaining to the aforementioned indebtedness was paid in full.

**WHEREAS**, this Amendment will not change the maturity date of the Mortgage nor of the Notes.

**WHEREAS**, **NSH CORP.**, an Alabama corporation (the "Grantor") was granted the authority under the Mortgage to amend the Mortgage to grant a mortgage or additional security without the express acknowledgment of all Mortgagors.

**WHEREAS**, in connection with a schedule under the Note, Grantor desires to make, execute, and deliver this Amendment to further secure Mortgagor's obligations under the Note, and Grantor enters into this Amendment for that purpose.

**WHEREAS**, this Amendment adds the property described on the Exhibit hereto (the "Added Property") to the Mortgage.

**WHEREAS**, this Amendment only adds to and does not release or replace any portion of the Mortgage, as amended on this date.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Mortgagee to make a subloan under the Notes to Grantor, the Mortgage is hereby amended to add the Added Property to the Mortgage. In such regard, Exhibit "B" of the Mortgage and the Mortgaged Property described in the Mortgage, without being replaced or removing any portion thereof, shall include the Added Property. Grantor does hereby grant, bargain, sell, alien, and convey (in accordance with the terms of the Mortgage) to Mortgagee the Added Property.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

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Grantor does hereby agree and direct Mortgagee to take any action necessary to conform the mortgage to the terms as herein cited.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 15th day of April, 2016.

GRANTOR:

NSH CORP., an Alabama corporation

By:

Print Name: Levi Mixon

Title: Chief Financial Officer

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Levi Mixon**, whose name as Chief Financial Officer of **NSH CORP.**, an Alabama 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 15 day of APRIL, 2016

NOTARY PUBLIC

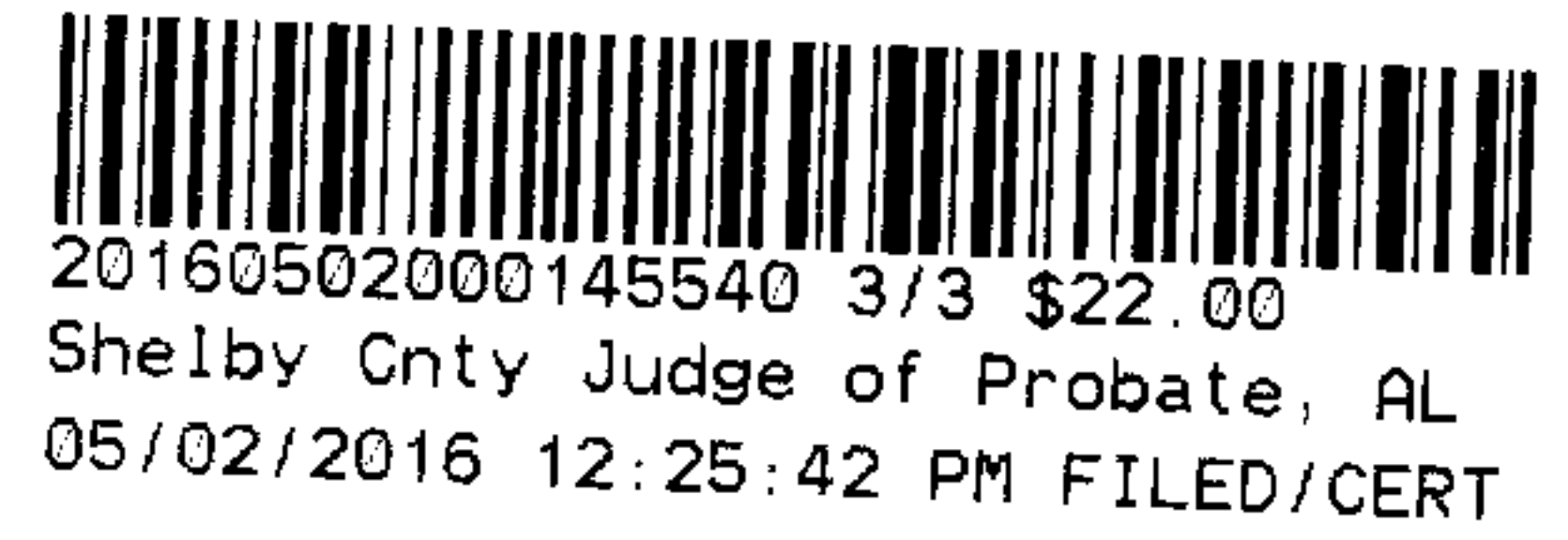
My Commission Expires: 4-17-2016

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:

USAMERIBANK  
Operations Center - FL  
P.O. Box 17540  
Clearwater, FL 33762

GARY JONES  
Notary Public, Alabama State At Large  
My Commission Expires April 17, 2016

**EXHIBIT  
(Added Property)**



Parcel 1

Lot 211, according to the Survey of Kirkman Preserve, Phase 4B, as recorded in Map Book 45, Page 85, in the Probate Office of Shelby County, Alabama.

1821 Kirkman Cove, Birmingham, AL 35242    #402113400    \$303,000.00

Parcel 2

Lot 213, according to the Survey of Kirkman Preserve, Phase 4B, as recorded in Map Book 45, Page 85, in the Probate Office of Shelby County, Alabama.

1829 Kirkman Cove, Birmingham, AL 35242    #402113500    \$335,300.00