  
20161209000451180 1/2 \$64.00  
Shelby Cnty Judge of Probate, AL  
12/09/2016 12:59:40 PM FILED/CERT

MORTGAGE MODIFCATION

Mortgagor:

Mortgage (as recorded):

Ed Gray, LLC,  
an Alabama Limited Liability Company  
2069 Old Montgomery Highway  
Birmingham, AL 35244

Shelby County, Judge of Probate  
Instrument No. 20130607000234650  
Modification Instrument No. 20151214000425530

State of Alabama  
County of Shelby

KNOW ALL BY THESE PRESENTS: That

Whereas, Mortgagor Has heretofore executed the Mortgage and Security Agreement referenced above in favor of Alamerica Bank ("Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and

Whereas, Mortgagor desires to amend the Mortgage upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage is hereby amended as follows {check applicable item(s)}:

  X   Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage is hereby increased to the amount set forth in subpart C below:

- |    |   |                |
|----|---|----------------|
| A. | Principal Sum of Indebtedness, as Recorded: | \$1,256,000.00 |
| B. | Increase in Principal Sum of Indebtedness:  | \$30,000.00    |
| C. | Principal Sum of Indebtedness, as Amended:  | \$1,286,000.00 |

The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage as it applies to the indebtedness identified therein as secured.

       Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage:


TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

       Other:

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage, except as specifically set out herein, nor affect or impair rights, powers or remedies of Mortgagee under the Mortgage.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or caused the Modification to Mortgage to be executed by its or their duly authorized officer or representative, this \_\_\_\_ day of December, 2016.

Ed Gray, LLC.  
By: [Signature]  
Edward R. Gray, Managing Member

  
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Date 12-5-16

CERTIFICATE

State of Alabama  
County of Jefferson

In compliance with Ala. Code 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of the indebtedness presently incurred is \$1,256,000.00 upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid in to the appropriate Judge of Probate Office no late than each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: Ed Gray, LLC  
Date, Time and Volume and Page  
Of recording as shown hereon.  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledgement

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that, Robert L. Holman whose name as Executive Vice President of the 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 the instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 5<sup>th</sup> day of December, 2016.

[Signature]  
Notary Public  
My commission expires: 7/31/17

