


STATE OF ALABAMA  
COUNTY OF SHELBY

  
20170217000058420 1/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
02/17/2017 03:52:54 PM FILED/CERT

### AMENDMENT TO MORTGAGE

**THIS AMENDMENT** amends that certain Amended Master Mortgage, (hereinafter "Mortgage") dated 8<sup>th</sup> day of June, 2016, 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 **BANCORPSOUTH BANK** (also known as BancorpSouth), a Mississippi banking corporation (hereinafter "Mortgagee").

**WHEREAS**, the Mortgage is recorded June 9, 2016 as Instrument No. 20160609000199250; in the office of the Judge of Probate of **Shelby County**, Alabama and recorded June 10, 2016 as Instrument No. 20160610000317420 in the office of the Judge of Probate of **Madison County**, Alabama.

**WHEREAS**, as provided in the Mortgage, the Mortgage secures \$8,000,000.00 of Mortgagor's indebtedness to Mortgagee as same is payable in accordance with the terms of certain Notes (as that term is defined in the Mortgage) and the documents executed in connection with or referred to in each Note as last amended.

**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**, **SB DEV. 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 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 accept a Note from 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.

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 7<sup>th</sup> day of February, 2017.

GRANTOR:


SB DEV. CORP., an Alabama corporation

By: [Signature]

Print Name: Levi Mixon

Title: CFO

STATE OF ALABAMA  
COUNTY OF Jefferson

  
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Levi Mixon, whose name as CFO of SB DEV. 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 7<sup>th</sup> day of February, 2017.

[Signature: Linda S Mayo]  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

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

GRACE GRAHAM  
BancorpSouth Bank  
475 Southland Dr  
Hoover, AL 35226

**LINDA S MAYO**  
Notary Public, Alabama State At Large  
My Commission Expires April 18, 2020

## **EXHIBIT**



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**Parcel I**

Lot 883, according to the Survey of Riverwoods Eighth Sector Phase II Sector "C", as recorded in Map Book 46, page 3, in the Probate Office of Shelby County, Alabama.

**Parcel II**

Lot 890, according to the Survey of Riverwoods Eighth Sector Phase II Sector "D", as recorded in Map Book 46, page 16, in the Probate Office of Shelby County, Alabama.

**Parcel III**

Lot 882A, according to the Survey of Riverwoods Eighth Sector Phase II Sector "E", as recorded in Map Book 46, page 30, in the Probate Office of Shelby County, Alabama.