

**This instrument prepared by:  
David R. Kinman, Esq.  
Butler Snow LLP  
One Federal Place  
Fifth Avenue North, Suite 1000  
Birmingham, Alabama 35203  
(205) 297-2200**

**STATE OF ALABAMA** )  
 )  
**SHELBY COUNTY** )

**THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT** (this "Amendment") is dated and is effective as of the \_\_ day of January, 2016, from **SB DEV. CORP.**, an Alabama corporation, and **NSH CORP.**, an Alabama corporation, **STOCKTON PARTNERS, LLC**, an Alabama limited liability company (individually and collectively, the "Mortgagor"), in favor of **FIRST COMMERCIAL BANK**, a division of Synovus Bank, a Georgia state banking corporation (together with its successors or assigns, the "Mortgagee").

**WHEREAS**, Mortgagor and Mortgagee are parties to that certain Loan Agreement dated as of December 26, 2013, as amended by that certain First Amendment to Loan Agreement and Other Loan Documents dated as of February 6, 2014, as further amended by that certain Second Amendment to Loan Agreement and Other Loan Documents dated as of December 31, 2014, as further amended by that certain Third Amendment to Loan Agreement and Other Loan

Documents dated as of December 23, 2015, as further amended by that certain Fourth Amendment to Loan Agreement and Other Loan Documents dated as of May 31, 2016, and as further amended by that certain Fifth Amendment to Loan Agreement and Other Loan Documents dated as of December 30, 2016 (as amended, the "Loan Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the Loan Agreement), pursuant to which Mortgagee agreed to make a series of loans available to Mortgagor in the aggregate original principal amount of up to \$14,000,000.00 (as amended, modified, renewed, or extended, the "Loan");

WHEREAS, the Loan is evidenced and secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement of even date with the Loan Agreement executed by Mortgagor for the benefit of Mortgagee and recorded on December 27, 2013, with the Probate Court of Jefferson County, Alabama, at LR 201320, Page 20055, as amended by, among other things, (i) that certain Amendment and Joinder to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of November 4, 2015, and recorded on November 25, 2015, with the Probate Court of Shelby County, Alabama, as Instrument Number 20151125000406330, and (ii) that certain that certain Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of December 30, 2016, and recorded on January 11, 2017, with the Probate Court of Shelby County, Alabama, as Instrument Number 20170111000009770 (as amended, the "Mortgage"), securing certain real property described in Exhibit A attached thereto and incorporated herein (as amended, the "Land"), and certain other documents and instruments evidencing or securing the Loan or related thereto (together with the Mortgage and Loan Agreement, as amended, collectively, the "Loan Documents"); and

WHEREAS, in accordance with the Loan Agreement, Mortgagor is adding additional real property to the collateral pledged to Mortgagee pursuant to the Loan Documents, and in accordance therewith, Mortgagor desires to amend the legal description set forth in Exhibit A of the Mortgage.

### **A G R E E M E N T**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment of Mortgage.** Exhibit A of the Mortgage is hereby amended to add to such legal description the legal description set forth on Exhibit A of this Amendment. The Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Amendment. Without limiting the generality of the foregoing, each reference in the Mortgage to the "Loan Agreement" the "Note" or any other "Loan Documents" shall be deemed to be references to said documents, as amended hereby. Except as expressly set forth herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms and shall continue to evidence, secure, guarantee or relate to, as the case may be, the Loan.


2. **Representations and Warranties.** As amended herein, each representation and

warranty contained in the Mortgage and the Loan Documents is hereby reaffirmed as of the date hereof. Mortgagor hereby represents, warrants and certifies to Mortgagee that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing under the Mortgage, the Loan Documents or the Loan, and that Mortgagor has no offsets or claims against Mortgagee arising under, related to, or connected with the Loan, the Mortgage, the Loan Agreement, the Note or any of the Loan Documents.

3. **Binding Effect.** Except as expressly modified and amended hereby, the terms and conditions of the Mortgage shall remain in full force and effect, and the Mortgage, as so amended is hereby ratified and affirmed. Mortgagor acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage or the Loan Documents, as amended hereby.

4. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

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**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL I:**

Lot 858, according to the Survey of Riverwoods Eighth Sector Phase II Sector "B", as recorded in Map Book 45, Page 48, in the Probate Office of Shelby County, Alabama.

**PARCEL II:**

Lot 859, according to the Survey of Riverwoods Eighth Sector Phase II Sector "B", as recorded in Map Book 45, Page 48, in the Probate Office of Shelby County, Alabama.

**PARCEL III:**

Lot 888, 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 IV:**

Lot 889, 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 V:**

Lot 895, 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.



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IN WITNESS WHEREOF, each undersigned Mortgagor has executed this instrument by its duly authorized officer, effective as of the day and year first above written.

NSH CORP., an Alabama corporation

By: J. Daniel Garrett  
J. Daniel Garrett  
Its: Chief Financial Officer

SB DEV. CORP., an Alabama corporation

By: J. Daniel Garrett  
J. Daniel Garrett  
Its: Chief Financial Officer

STOCKTON PARTNERS, LLC, an Alabama limited liability company

By: J. Daniel Garrett  
J. Daniel Garrett  
Its: Chief Financial Officer

STATE OF ALABAMA )  
COUNTY OF Jefferson )

The undersigned, a Notary Public in and for said County in said State, hereby certifies that J. Daniel Garrett, whose name as (i) the duly authorized Chief Financial Officer of NSH Corp., an Alabama corporation, (ii) the duly authorized Chief Financial Officer of SB Dev. Corp, an Alabama corporation, and (iii) the duly authorized Chief Financial Officer of Stockton Partners, LLC, an Alabama limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date, that being informed of the contents of said agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporations.

Given under my hand this the 10 day of February, 2017.

[AFFIX SEAL]

Linda S Mayo  
Notary Public  
My commission expires: \_\_\_\_\_

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Shelby Cnty Judge of Probate, AL  
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LINDA S MAYO  
Notary Public, Alabama State At Large  
My Commission Expires April 18, 2020