

**STATE OF ALABAMA  
COUNTY OF JEFFERSON  
COUNTY OF ST. CLAIR  
COUNTY OF SHELBY**

**AMENDMENT TO MORTGAGE**

This Amendment amends that certain Master Mortgage (hereinafter "Mortgage") dated the 26<sup>th</sup> day of August, 2021, between **NEWCASTLE CONSTRUCTION, INC.**, an Alabama corporation (hereinafter referred to as the "Mortgagor"), and **TRUSTMARK NATIONAL BANK**, an Alabama banking corporation (hereinafter "Mortgagee").

**RECITALS**

A. The Mortgage was recorded on September 20, 2021 as Instr. # 2021108863 in the Office of the Judge of Probate of Jefferson County, Alabama.

B. The Mortgage was recorded on September 10, 2021 in Mortgage Book 2021, Page 61464, in the Office of the Judge of Probate of St. Clair County, Alabama,

C. The Mortgage was recorded on October 7, 2021 as Instr. # 20211007000489430 in the Office of the Judge of Probate of Shelby County, Alabama

D. The Mortgage states that Mortgagor is indebted to Mortgagee as evidenced by a promissory note dated August 26, 2023 (the "Note").

E. Upon the recordation of the Mortgage, the mortgage tax pertaining to the aforementioned indebtedness was paid in full.

F. This Amendment will not change the maturity date of the Mortgage or the Note.

G. Mortgagor desires to make, execute, and deliver this Amendment to further secure Mortgagor's obligations under the Note, and Mortgagor enters into this Amendment for that purpose.

H. This Amendment adds the property described on the Exhibit hereto (the "Added Property") to the Mortgage.

I. 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 an additional advance under the Note to Borrower, the Mortgage is hereby amended to add the Added Property to the Mortgage.

In such regard, Exhibit "A" of the Mortgage and the Mortgaged Property described in the Mortgage, without being replaced or removing any portion thereof, shall include the Added Property.

Mortgagor does hereby grant, bargain, sell, 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 herein cited.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Note.

IN WITNESS WHEREOF, we have hereto set their hands and seals effective as of the date first written above.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 27<sup>th</sup> day of June, 2023.

**NEWCASTLE CONSTRUCTION, INC.,**

an Alabama corporation

By: 

Robin Trimm

Its: Chief Financial Officer

STATE OF Alabama )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Robin Trimm**, whose name as Chief Financial Officer of **Newcastle Construction, Inc.**, 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 Chief Financial Officer executed the same voluntarily for **Newcastle Construction, Inc.**

Given under my hand this 27<sup>th</sup> day of June, 2023.



Notary Public

My Commission Expires: 2/25/24

THIS INSTRUMENT PREPARED BY:  
BARNES AND BARNES LAW FIRM P.C.  
8107 PARKWAY DRIVE  
LEEDS, AL 35094



EXHIBIT "A"

Lot 4, according to the Survey of Highway 1 Estates, as recorded in Map Book 56, Page 39, in the Probate Office of Shelby County, Alabama.

THE PROCEEDS OF THIS MORTGAGE LOAN HAVE BEEN APPLIED TOWARD THE PURCHASE PRICE OF THE PROPERTY HEREIN DESCRIBED CONVEYED SIMULTANEOUSLY HEREWITH.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/17/2023 11:23:01 AM  
\$29.00 JOANN  
20230817000248230

*Allen S. Bayl*