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Shelby Cnty Judge of Probate, AL
08/28/2023 08:51:57 AM FILED/CERT

This instrument Prepared By:
Joshua L. Hartman
P. O. Box 846
Birmingham, AL 35201-0846

STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT
AND
ASSIGNMENT OF RENTS AND LEASES

This Amendment made effective as of the 24th day of August, 2023 between ServisFirst Bank (the "Lender"), Blackridge Partners, LLC, an Alabama limited liability company ("Blackridge"), Blackridge Partners, II, LLC, an Alabama limited liability Company ("Blackridge II"), Flemming Partners, LLC, an Alabama limited liability company ("Flemming"), Lake Wilborn Partners, LLC, an Alabama limited liability company ("Wilborn"), Stockton Partners, LLC, an Alabama limited liability company ("Stockton"), SB Holding Corp., an Alabama corporation ("SB Holding"), SB Dev. Corp., an Alabama corporation ("SB Dev") and NSH Corp., an Alabama corporation ("NSH" and, together with Blackridge, Flemming, Wilborn, Stockton, SB Holding and SB Dev, individually and collectively, the "Borrower", whether one or more).

WHEREAS, in connection with a revolving line of credit for construction of residential homes (the "Loan") from Lender to Borrower in the original principal amount of \$10,000,000.00, the Borrower executed and delivered to Lender, or otherwise authorized the filing of, among other documents (collectively, the "Loan Documents"), the following documents dated as of December 23, 2019, to evidence and secure the Loan: (i) Revolving Promissory Note in the amount of \$10,000,000.00 (the "Note"); (ii) Revolving Loan Agreement (the "Loan Agreement"); (iii) Mortgage and Security Agreement, recorded at Instrument No. 2019135463 in the Probate Office of Jefferson County, Alabama and at Instrument No. 20200103000005520 in the Probate Office of Shelby County, Alabama (the "Mortgage"); and (iv) Assignment of Rents and Leases, recorded at Instrument No. 2019135464 in the Probate Office of Jefferson County, Alabama and at Instrument No. 20200103000005530 in the Probate Office of Shelby County, Alabama (the "Assignment"); Amended by Instrument No. 20220906000346470 in the Probate Office of Shelby County, Alabama, and

WHEREAS, Borrower and Lender have agreed to amend the Mortgage and Assignment as set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage and Assignment are amended as follows:

1. Exhibit A to the Mortgage and Assignment are amended to add the parcels of real property described on Exhibit A-1 hereto (the "Additional Land"), which Additional Land shall in all



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respects be considered as part of the Mortgaged Property under the Mortgage to the same extent as if originally included under the real property described in said Exhibit A. For good and valuable consideration, Borrower does hereby grant, bargain, sell, lien and convey unto the Lender, its successors and assigns, the Additional Land (and all other "Mortgaged Property" as described in the Mortgage as applicable to the Additional Land), to secure the same indebtedness (however described) as set forth in the Mortgage and the Assignment and under the same terms, conditions, warranties and representations as set forth in the Mortgage and the Assignment, all of which are hereby adopted by reference.

2. Borrower hereby warrants that, subject to Permitted Encumbrances (as defined in the Loan Agreement) it is lawfully seized of an indefeasible estate in fee simple in Additional Land, and has good and absolute title to all existing personal property hereby granted as security with respect to such Additional Land, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interests, liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.
3. All references in the other Loan Documents to the Mortgage and the Assignment shall mean the Mortgage and the Assignment, as amended hereby.
4. Except as modified herein, all other terms and conditions of the Loan Documents shall remain in full force and effect.
5. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

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IN WITNESS WHEREOF, Lender and Borrower have caused this Amendment to be executed effective as of the day and year first set forth above.

LENDER (Mortgagee, Secured Party):

ServisFirst Bank

By:
Name:
Title:

[Signature]
Austin Clifton
VP

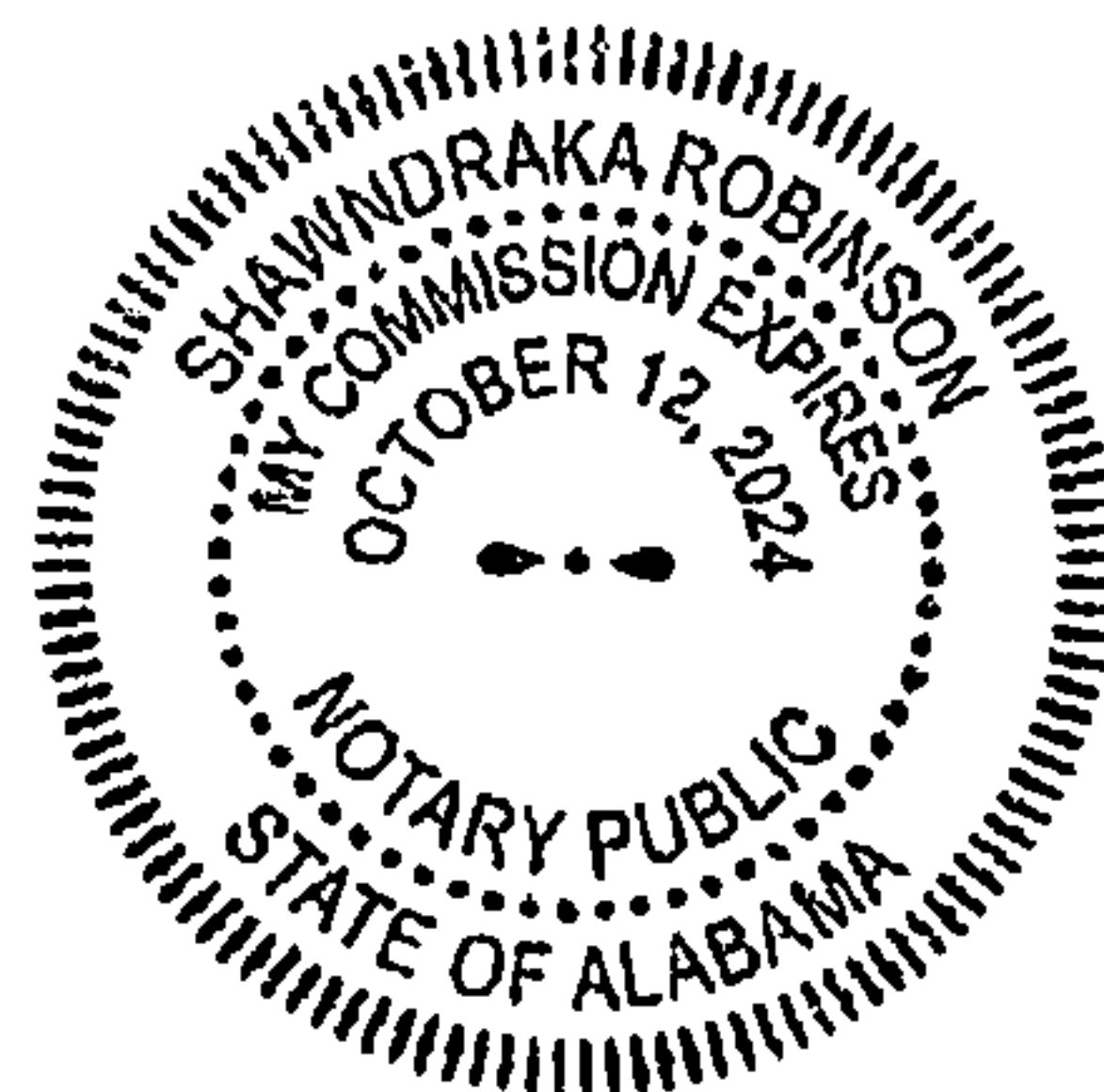
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Austin Clifton* whose name as the *VP* of ServisFirst Bank, 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 this *24th* day of August, 2023

[Signature]
Shawndra Robinson
Notary Public
My Commission Expires: *10/12/2024*

NOTARIAL SEAL



BORROWER (Mortgagor, Debtor):

Blackridge Partners, LLC

By: SB Holding Corp.
Its: Managing Member

By: *[Signature]*
Name: J. Daryl Spears
Title: Chief Financial Officer



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Blackridge Partners II, LLC

By: SB Holding Corp.
Its: Managing Member

By: 
Name: J. Daryl Spears
Title: Chief Financial Officer


Flemming Partners, LLC

By: SB Holding Corp. Its:
Sole Member

By: 
Name: J. Daryl Spears
Title: Chief Financial Officer Lake


Lake Wilborn Partners, LLC

By: SB Holding Corp.
Its: Managing Member


By: 
Name: J. Daryl Spears
Title: Chief Financial Officer

Stockton Partners, LLC

By: SB Holding Corp.
Its: Managing Member

By: 
Name: J. Daryl Spears
Title: Chief Financial Officer

SB Holding Corp.

By: 
Name: J. Daryl Spears



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Title: Chief Financial Officer
SB Dev. Corp.

By: [Signature]

Name: J. Daryl Spears Title:
Chief Financial Officer

NSH Corp.

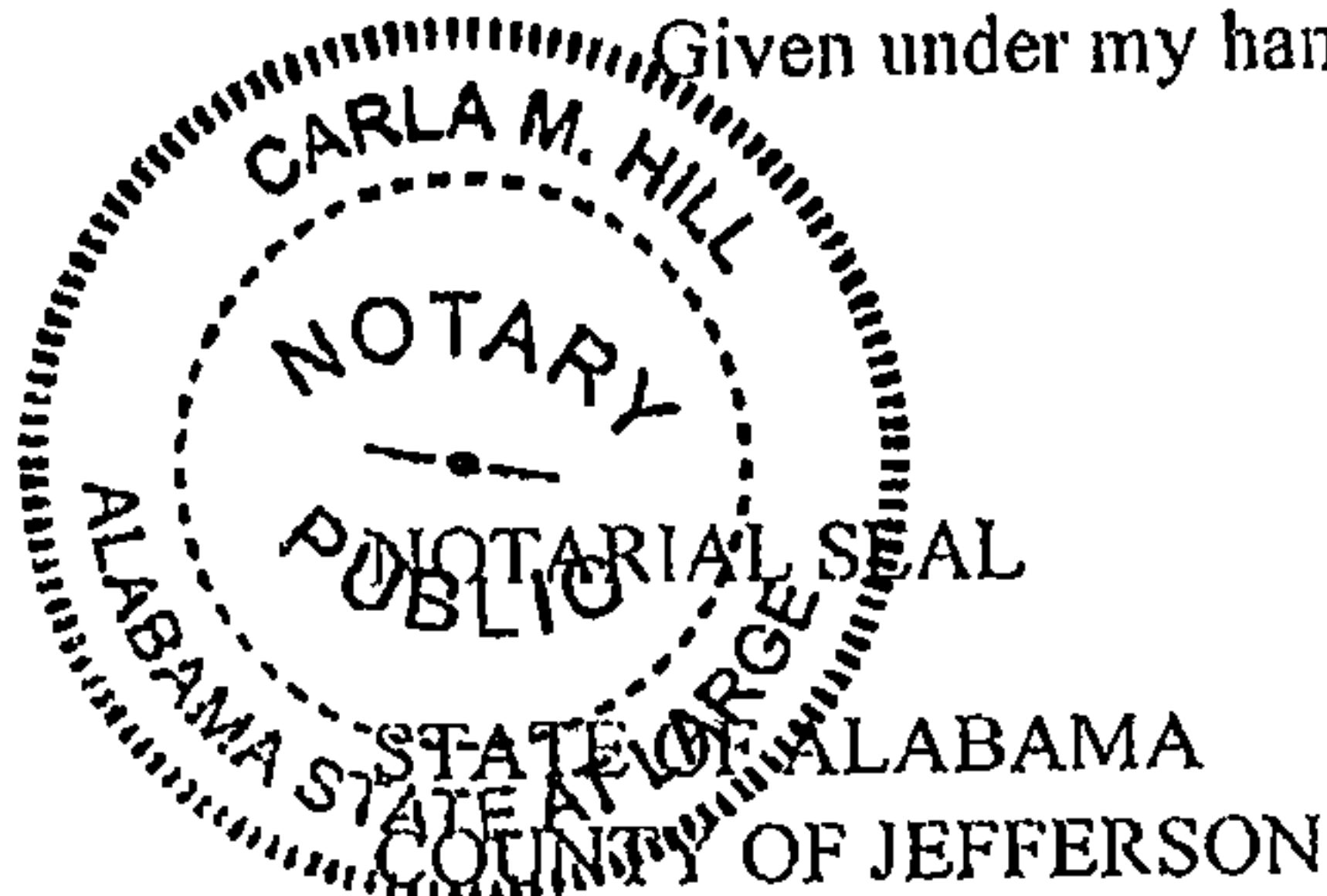
By: [Signature]

Name: J. Daryl Spears
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 J. Daryl Spears whose name as the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as Managing Member of Blackridge Partners, LLC, an Alabama limited liability company, 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 as Managing Member of said limited liability company.

Given under my hand this 27th day of August, 2023.

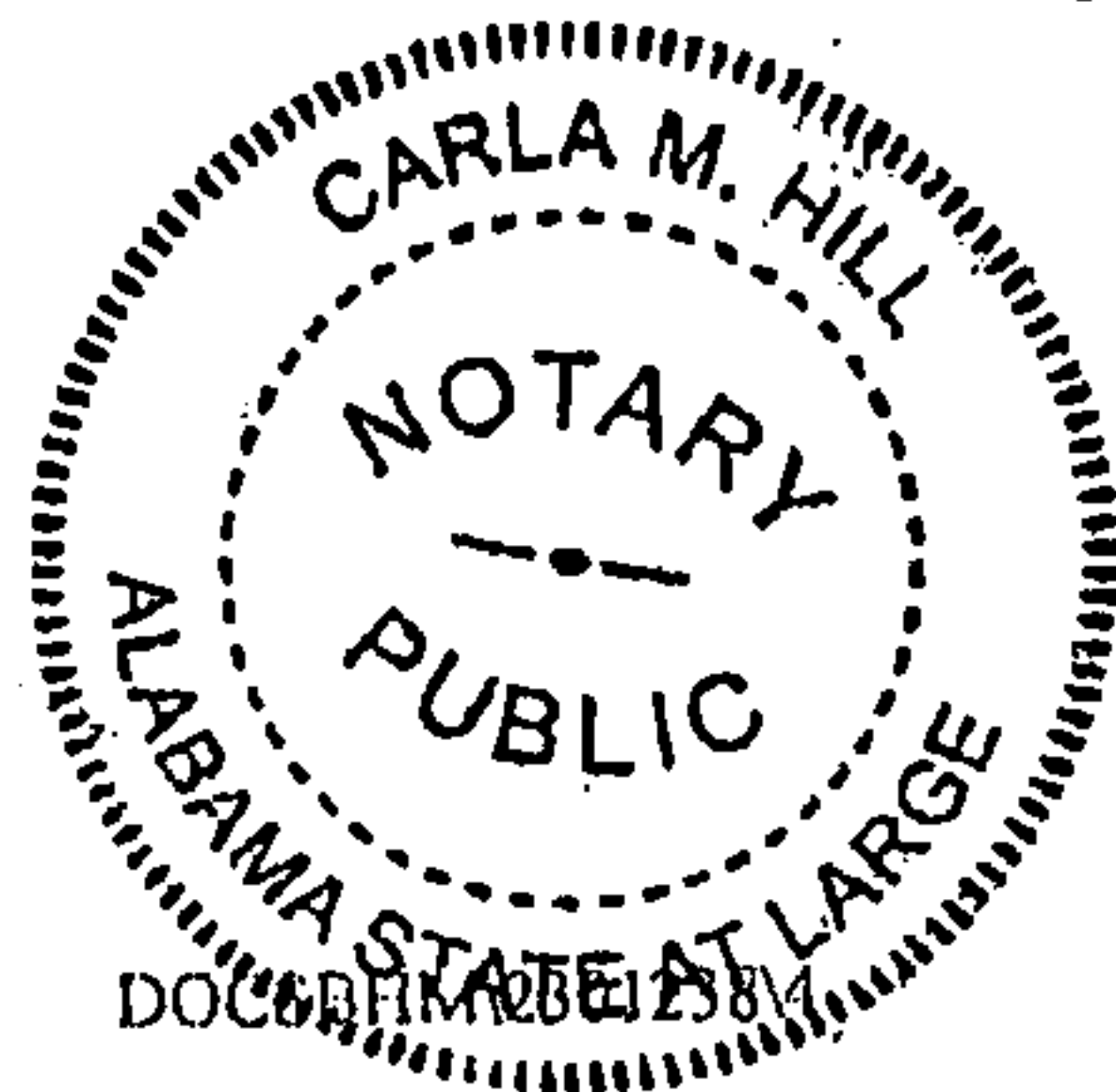


[Signature]

Notary Public
My Commission Expires: 03/23/27

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as Managing Member of Blackridge Partners II, LLC, an Alabama limited liability company, 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 as Managing Member of said limited liability company.

Given under my hand this 27th day of August 2023.



[Signature]

Notary Public
My Commission Expires: 03/23/27

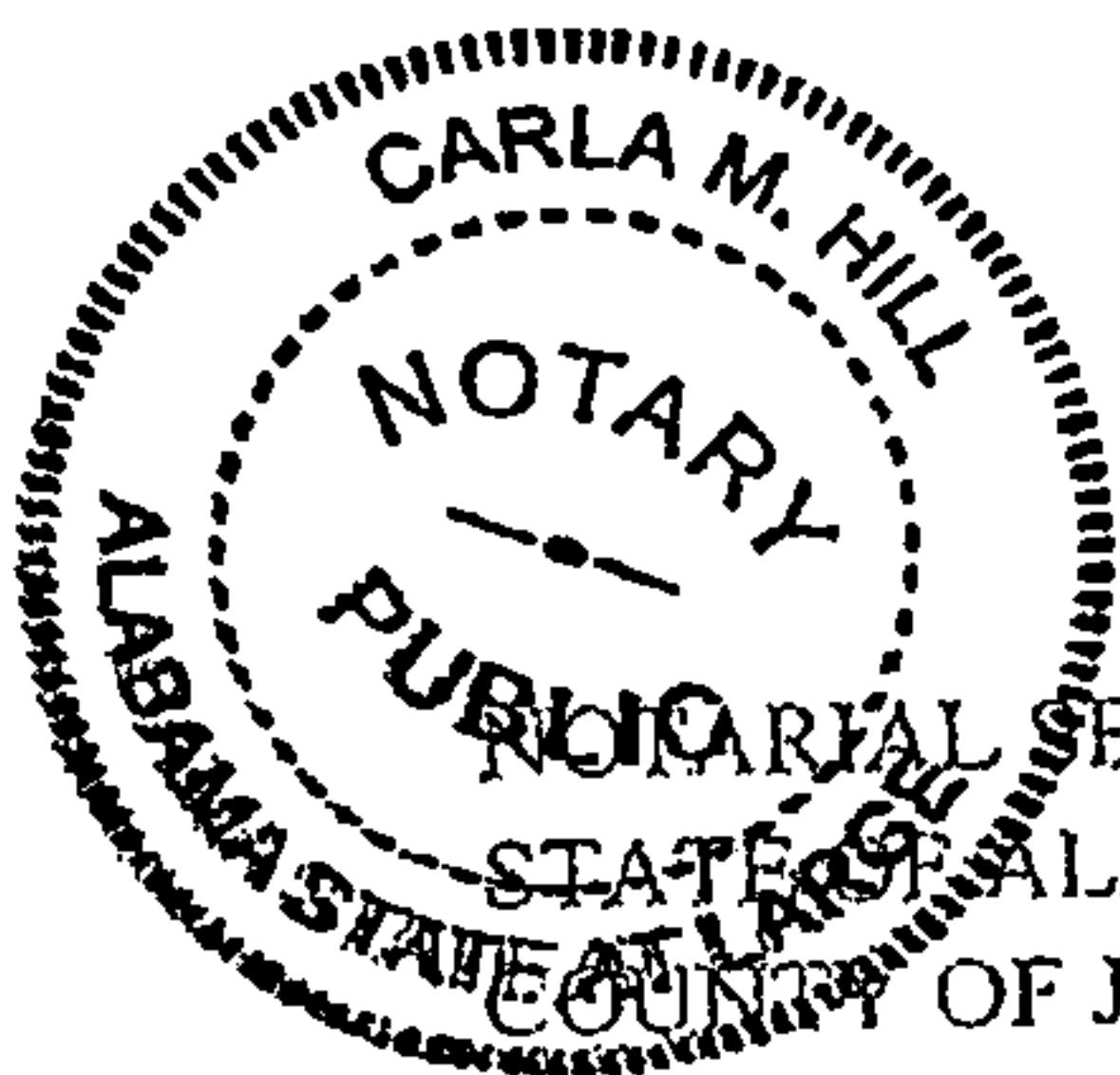


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STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as Sole Member of Flemming Partners, LLC, an Alabama limited liability company, 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 as Sole Member of said limited liability company.

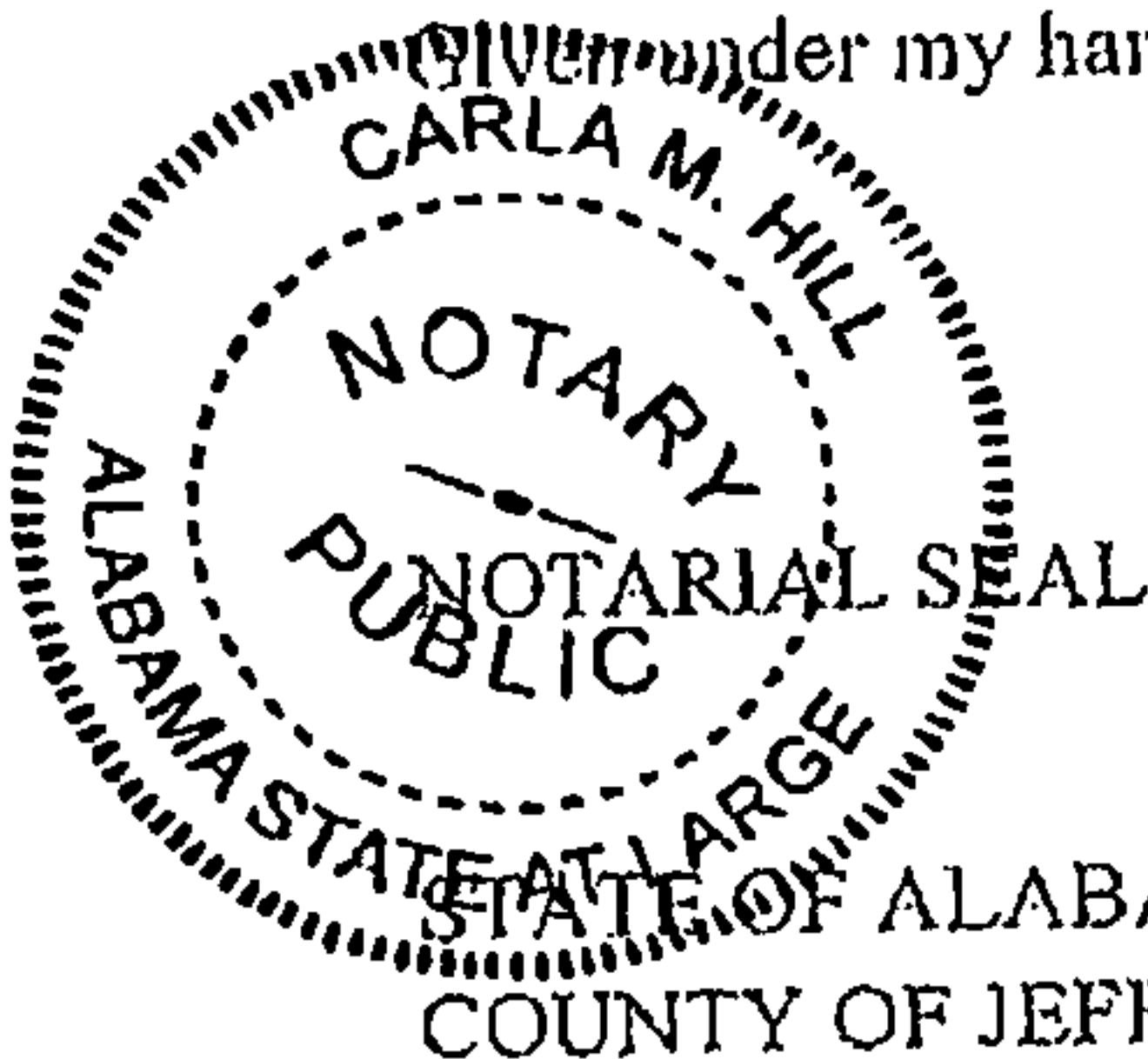
Given under my hand this 24th day of August, 2023.



Carla M Hill Notary
Public
My Commission Expires: 03/23/27

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as Managing Member of Lake Wilborn Partners, LLC, an Alabama limited liability company, 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 as Managing Member of said limited liability company.

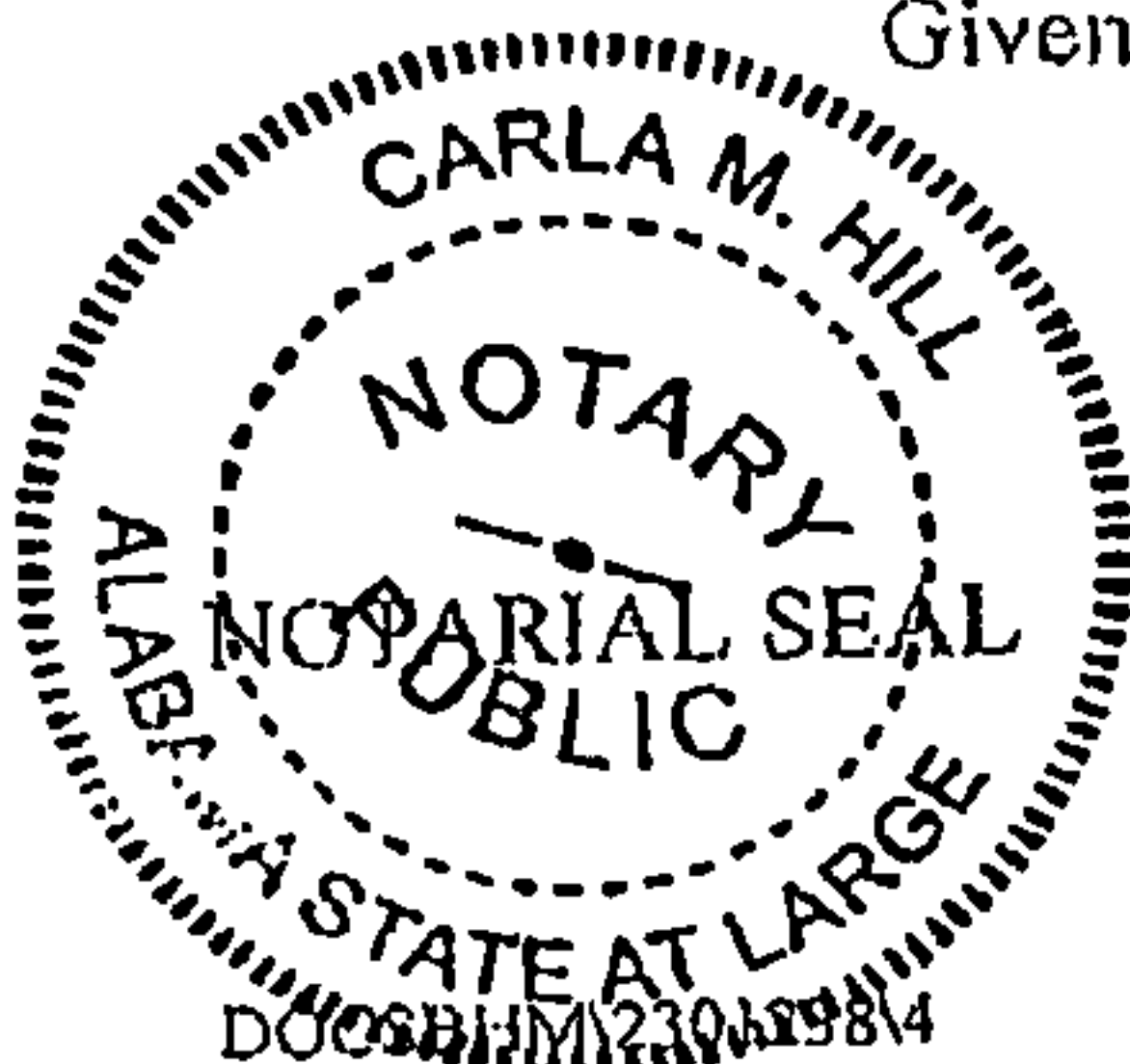
Given under my hand this 24th day of August, 2023.



Carla M Hill
Notary Public
My Commission Expires: 03/23/27

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as Managing Member of Stockton Partners, LLC, an Alabama limited liability company, 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 as Managing Member of said limited liability company.

Given under my hand this 24th day of August, 2023.



Carla M Hill
Notary Public
My Commission Expires: 03/23/27

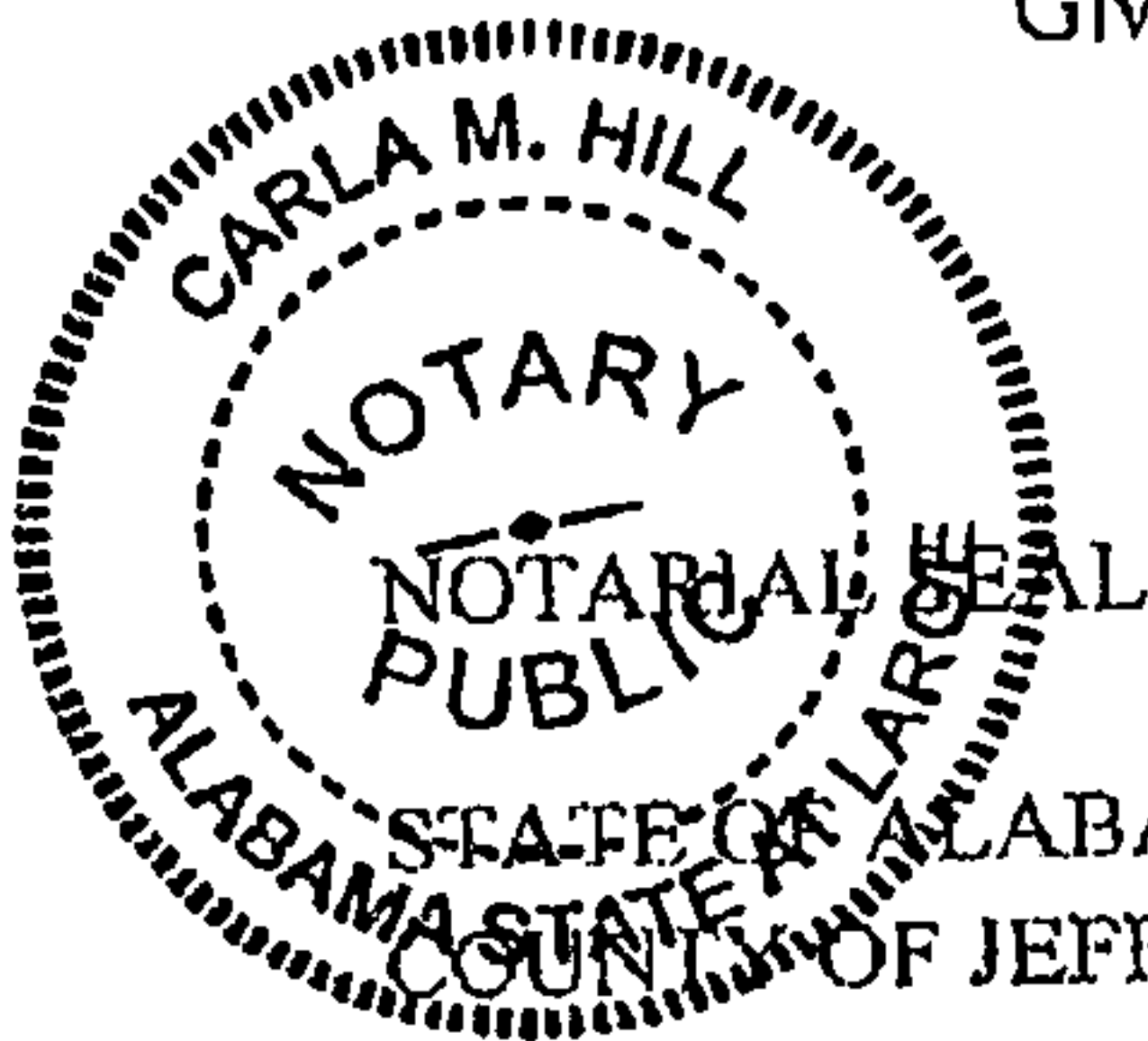


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COUNTY OF JEFFERSON

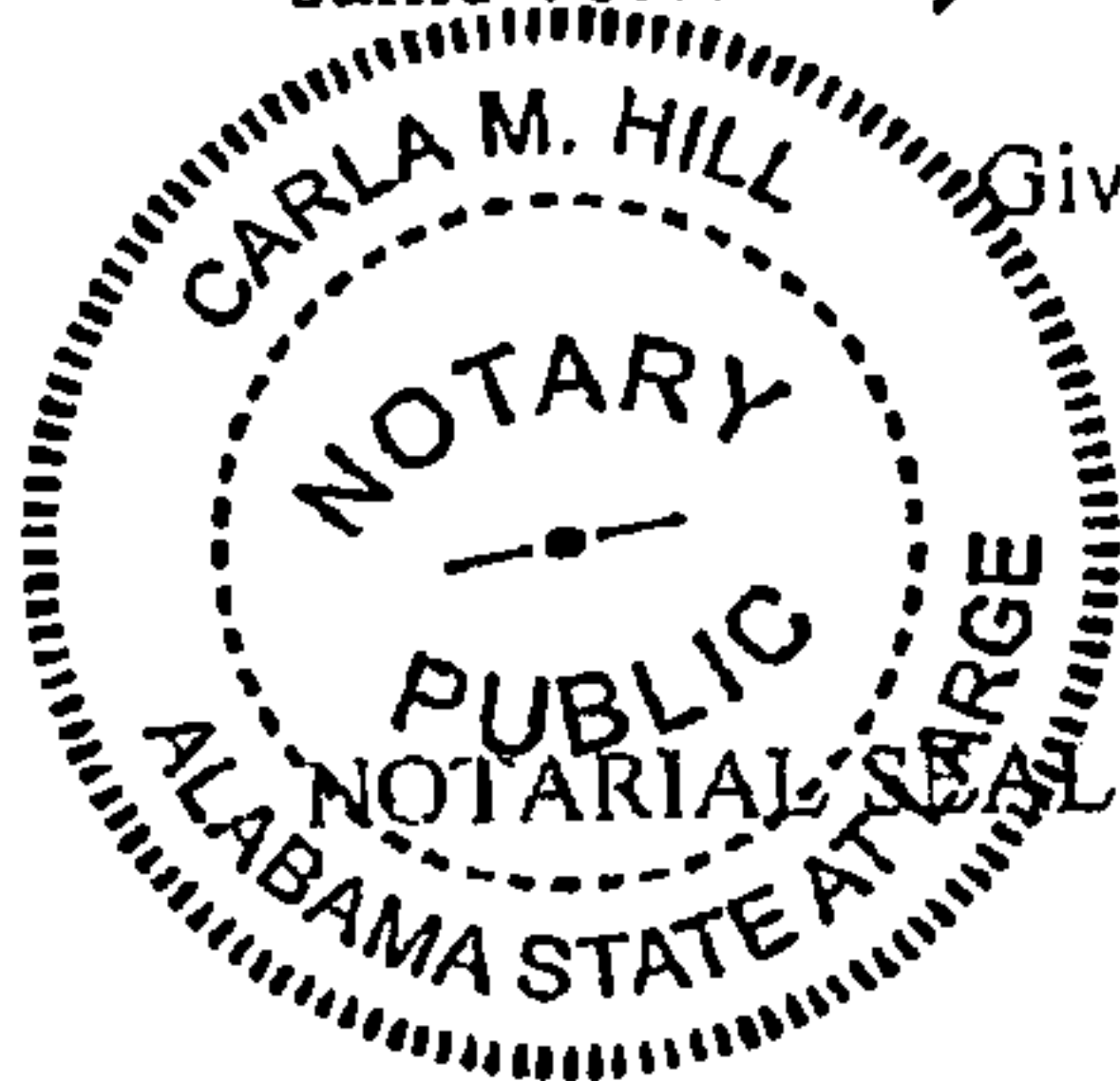
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer of SB Holding Corp., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, 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 this 27th day of August, 2023.



Carla M Hill
Notary Public
My Commission Expires: 03/23/27

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

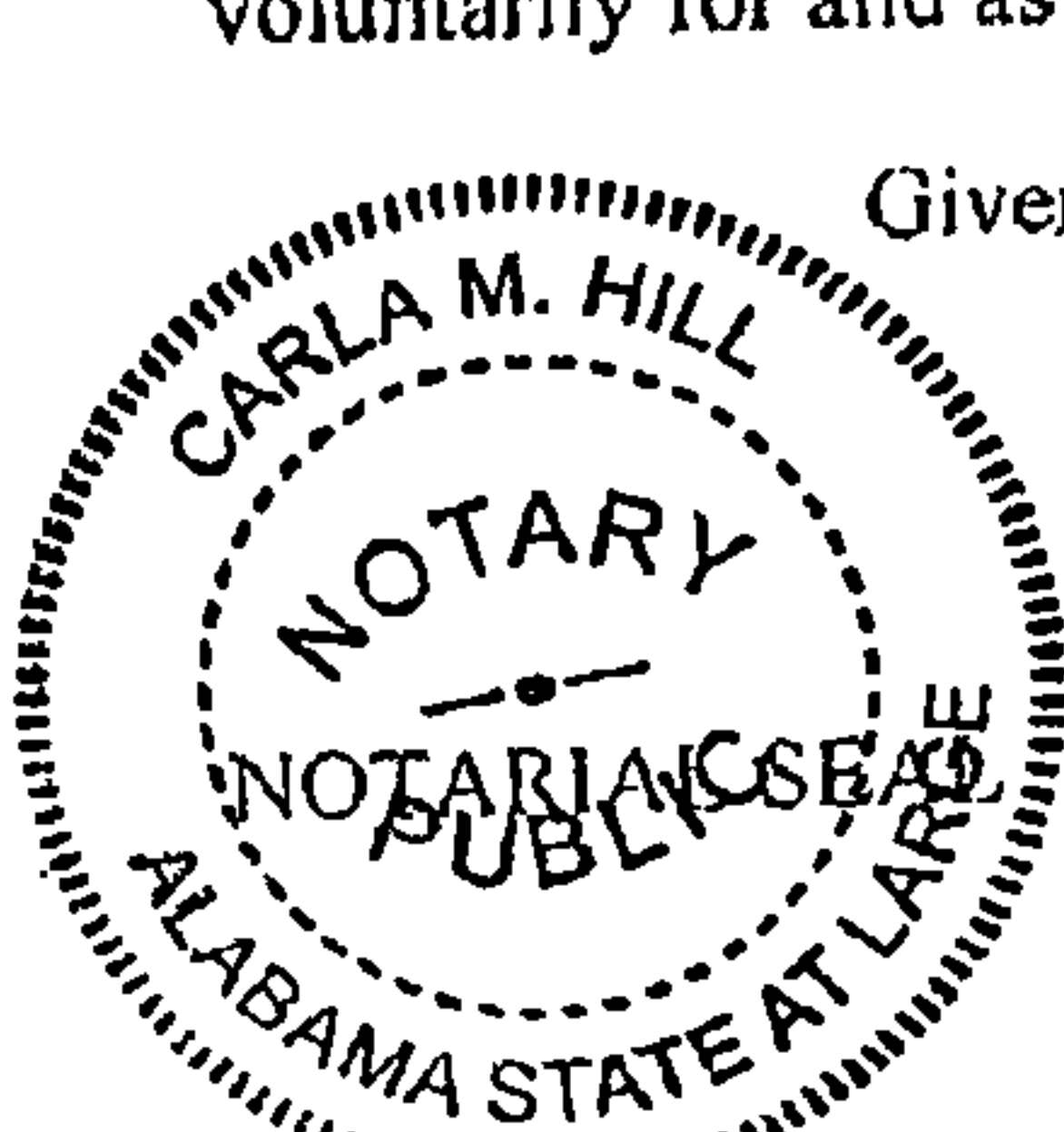


STATE OF ALABAMA
COUNTY OF JEFFERSON

Given under my hand this 24th day of August, 2023.

Carla M Hill
Notary Public
My Commission Expires: 03/23/27

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.



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Given under my hand this 24th day of August, 2023

Carla M Hill
Notary Public
My Commission Expires: 03/23/27



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EXHIBIT A

Lots 1808, 1809, 1828, 1833, 1835, 1838 & 1839, according to the Survey of Blackridge South Phase 8, as recorded in Map Book 58, Page 10, in the Probate Office of Shelby County, Alabama.