

STATE OF ALABAMA
SHELBY COUNTY
MADISON COUNTY

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06/16/2016 09:24:39 AM
MORTAMEN 1/9

**AMENDMENT
TO
MASTER MORTGAGE**

THIS AMENDMENT amends that certain Master Mortgage (hereinafter "**Mortgage**") executed on May 6, 2016, by **NSH CORP.**, an Alabama corporation, whose address is 3545 Market Street, Birmingham, Alabama 35226, **SB HOLDING CORP.**, an Alabama corporation, whose address is 3545 Market Street, Birmingham, Alabama 35226, **SB DEV. CORP.**, an Alabama corporation, whose address is 3545 Market Street, Birmingham, Alabama 35226; and **NSH NASHVILLE, LLC**, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226 (hereinafter jointly, severally and collectively referred to as the "**Mortgagor**") in favor of **REGIONS BANK**, whose address is 1592 Montgomery Highway, Birmingham, Alabama 35216 (hereinafter "**Lender**").

WHEREAS, the Mortgage was recorded May 6, 2016, as Instrument No. 20160506000154710 in the Office of the Judge of Probate of Shelby County, Alabama, and recorded May 9, 2016 as Instrument No. 20160509000250100 in the Office of the Judge of Probate of Madison County, Alabama, and pertains to the tract or parcel or parcels of land situated in Madison County and Shelby County, Alabama referenced on either Exhibit "A" or Exhibit "B" attached hereto and incorporated herein by reference (collectively the "**Land**") (the Land together with any and all rights and properties, both tangible and intangible, as set forth or defined in the Mortgage shall collectively herein be referred to as the "**Mortgaged Property**")

WHEREAS, the Mortgage was given as security in accordance with the terms of a Master Revolving Line of Credit Promissory Note in the principal amount of \$15,000,000 ("**Master Note**") together with the notes and/or obligations referenced in Exhibit "A" attached hereto (the "**Existing Notes**") (the Master Note and Existing Notes, along with all renewals, extensions, amendments and modifications thereto shall be collectively referred to herein as the "**Note**") and payable in accordance with the terms thereof and as provided in the Master Revolving Credit Facility Agreement ("**Master Agreement**") executed in connection with the Master Note, or those documents

NOTES TO CLERK: (1) THIS AMENDMENT ADDS ADDITIONAL PARTIES TO THE MORTGAGE; (2) THIS AMENDMENT DOES NOT CHANGE THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE; (3) THIS AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (4) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20160506000154710 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; AND RECORDED AS INSTRUMENT NO. 20160509000250100 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

executed in connection with the Existing Notes (Master Note and Master Agreement along with all amendments, collectively the “**Agreement**”)

WHEREAS, the Mortgage is the Master Mortgage referred to in the Agreement and given to secure **\$7,000,000.00** of the principal amount of the Note, together with interest, and all renewals, extension and modifications thereto, along with all refinancings and all other additional indebtedness of Mortgagor to Lender.

WHEREAS, upon the recordation of the Mortgage privilege taxes in the amount of \$10,500.00 (as required by Ala. Code 1975 § 40-22-2) were paid to the Office of the Judge of Probate of Shelby County, Alabama, and certified to the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, Mortgagor has requested Lender extend credit and financing accommodations under the terms of the Agreement to BRENLEY CROSSING PARTNERS, LLC, a Tennessee limited liability company (“**BCP**”), and JACKSON HILLS PARTNERS, LLC, a Tennessee limited liability company (“**JHP**”) (BCP and JHP collectively referred to as “**Additional Mortgagor**”), both affiliated entities of Mortgagor, and Lender is agreeable to make such accommodations, provided Mortgagor, together with Additional Mortgagor, among other things enter into this Amendment, and causes this financing accommodation and/or extension of credit to Additional Mortgagor to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Lender to lend additional monies to Mortgagor and Additional Mortgagor under the terms of the Agreement, the Mortgage is hereby amended as follows:

1. **Mortgagor**. Henceforth the term Mortgagor shall specifically include not only NSH CORP., an Alabama corporation; SB HOLDING CORP., an Alabama corporation; SB DEV. CORP., an Alabama corporation; NSH NASHVILLE, LLC, a Tennessee limited liability company, BUT ALSO BRENLEY CROSSING PARTNERS, LLC, a Tennessee limited liability company, and JACKSON HILLS PARTNERS, LLC, a Tennessee limited liability company, and Mortgagor, as hereby amended, does hereby grant, bargain, sell, alien, convey and grant security interest unto Lender, its successors or assigns, the Mortgaged Property.

2. **Further Action**. Mortgagor hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Agreement to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreement with the terms as herein modified.

3. **Continuing Validity**. 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.

[MORTGAGORS' SIGNATURE PAGE TO AMENDMENT TO MASTER MORTGAGE]

10th IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this day of June, 2016.

SB DEV. CORP., an Alabama corporation

BY: 

Name: Levi Mixon

Title: Chief Financial Officer

SB HOLDING CORP., an Alabama corporation

BY: 

Name: Levi Mixon

Title: Chief Financial Officer

NSH NASHVILLE, LLC, a Tennessee limited liability company

BY: NSH Corp., an Alabama corporation

(Sole Member of NSH Nashville, LLC)

BY: 

Name: Levi Mixon

Title: Chief Financial Officer of NSH Corp.

NSH CORP., an Alabama corporation

BY: 

Name: Levi Mixon

Title: Chief Financial Officer

BRENLEY CROSSING PARTNERS, LLC, a Tennessee limited liability company

BY: SB HOLDING CORP., an Alabama corporation

(Managing Member of BRENLEY CROSSING PARTNERS, LLC)

BY: 

Name: Levi Mixon

Title: Chief Financial Officer of SB Holding Corp.

JACKSON HILLS PARTNERS, LLC, a Tennessee limited liability company

BY: SB HOLDING CORP., an Alabama corporation

(Managing Member of JACKSON HILLS PARTNERS, LLC)

BY: 

Name: Levi Mixon

Title: Chief Financial Officer of SB Holding Corp.

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Levi Mixon**, whose name as 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 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 10th day of June, 2016.

NOTARY PUBLIC

My Commission Expires:

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Levi Mixon**, whose name as 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 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 10th day of June, 2016.

NOTARY PUBLIC

My Commission Expires:

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Levi Mixon**, whose name as 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 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 10th day of June, 2016.

NOTARY PUBLIC

My Commission Expires:

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Levi Mixon**, whose name as Chief Financial Officer of **NSH Corp.**, an Alabama corporation, who is the sole member of **NSH NASHVILLE, LLC**, a Tennessee 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 said instrument, he, as such authorized officer of said member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 10th day of June, 2016.

NOTARY PUBLIC

My Commission Expires:

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Levi Mixon**, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, who is the Managing Member of **BRENLEY CROSSING PARTNERS, LLC**, a Tennessee 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 said instrument, he, as such authorized officer of said member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 10TH day of June, 2016.

NOTARY PUBLIC
My Commission Expires:

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Levi Mixon**, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, who is the Managing Member of **JACKSON HILLS PARTNERS, LLC**, a Tennessee 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 said instrument, he, as such authorized officer of said member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 10TH day of June, 2016.

NOTARY PUBLIC
My Commission Expires:

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

[LENDER’S SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE.]

[LENDER'S SIGNATURE PAGE TO AMENDMENT TO MASTER DEED OF TRUST]

LENDER:

REGIONS BANK

BY: Jessica Nelson
Name: Jessica Nelson
Title: Assistant Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Jessica Nelson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him herself to be the Assistant Vice President of REGIONS BANK, an Alabama banking corporation, the within named Lender, and that he/she executed the foregoing instrument for the purposes therein contained, by personally signing the name of said corporation.

Witness my hand and seal at office, on this day of June, 2016.

[Signature]
NOTARY PUBLIC
My Commission Expires: 2-16-19

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:
William C. Brown
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

[D-8405]

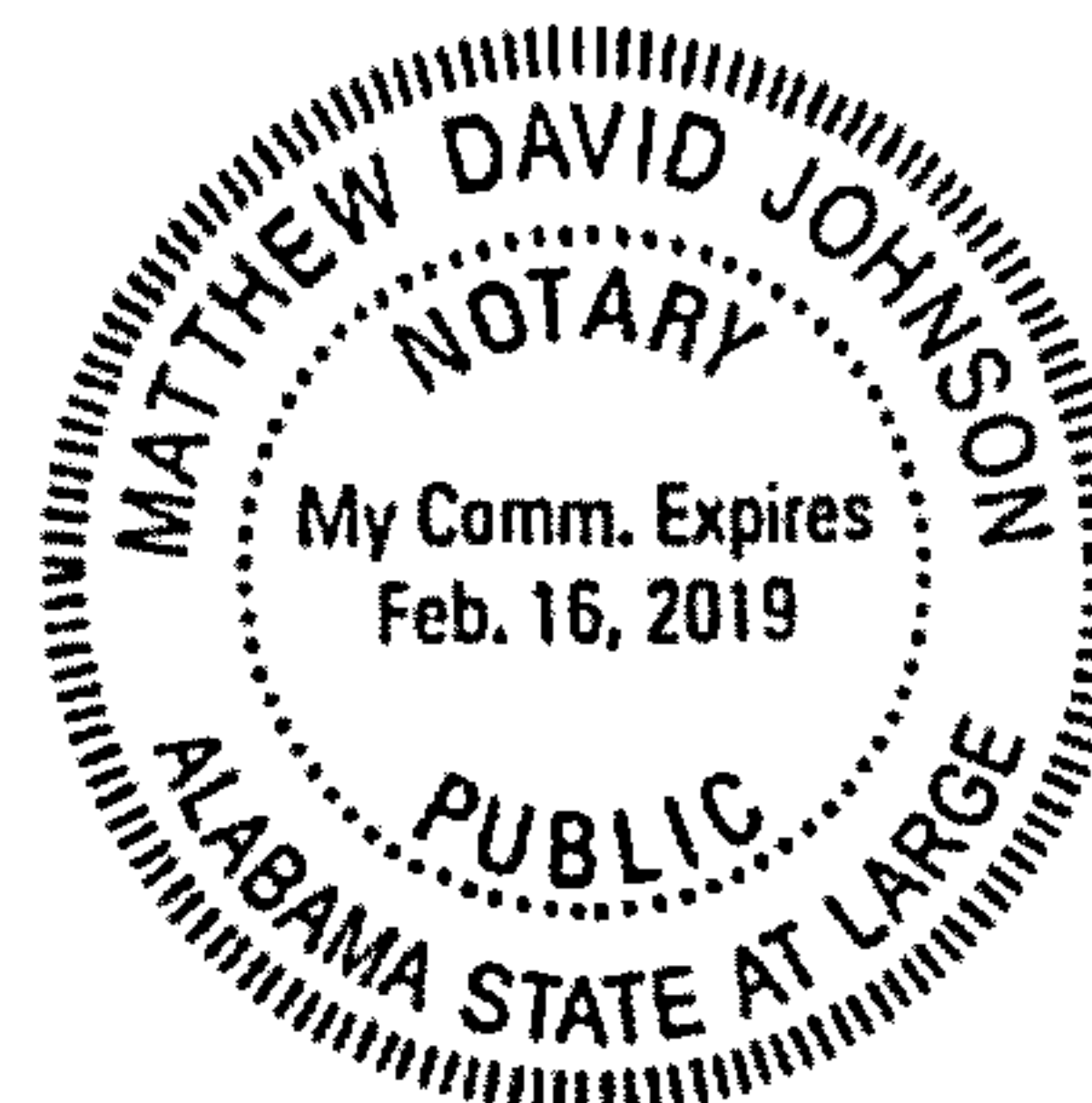


EXHIBIT "A"

Mortgagor: NSH CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Brief Legal: Lot 3 Nature's Cove
Mortgage Amount: \$294,195.00
Recording Information: Instrument No. 20141217000662900
Recorded In: Madison County, AL

Mortgagor: NSH CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Mortgage Amount: \$366,000.00 -- PAID OFF LOTS 12 AND 48 PALMER
Recording Information: Instrument No. 20151231000713110
Recorded In: Madison County, AL

Mortgagor: NSH CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Brief Legal: Lot 2007 Glen Iris
Mortgage Amount: \$255,000.00
Recording Information: Instrument No. 20150209000041300
Recorded In: Shelby County, AL

Mortgagor: NSH CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Brief Legal: Lot 828 Riverwoods
Mortgage Amount: \$312,000.00
Recording Information: Instrument No. 20150625000213280
Recorded In: Shelby County, AL

Mortgagor: SB DEV. CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Brief Legal: Lot 844 Riverwoods
Mortgage Amount: \$311,250.00
Recording Information: Instrument No. 20150728000257220
Recorded In: Shelby County, AL

Mortgagor: SB DEV. CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Mortgage Amount: \$285,000.00- PAID OFF LOT 905 RW
Recording Information: Instrument No. 20150918000328250
Recorded In: Shelby County, AL

[Exhibit "A" Continued]

Mortgagor: SB DEV. CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Brief Legal: Lot 927 Riverwoods
Mortgage Amount: \$282,750.00
Recording Information: Instrument No. 20150918000328110
Recorded In: Shelby County, AL

Mortgagor: SB DEV. CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Mortgage Amount: \$333,600.00 – PAID OFF LOT 815 RW
Recording Information: Instrument No. 20150928000338490
Recorded In: Shelby County, AL

Mortgagor: SB DEV. CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Brief Legal: Lot 854 Riverwoods
Mortgage Amount: \$332,800.00
Recording Information: Instrument No. 20160105000004160
Recorded In: Shelby County, AL

Mortgagor: SB DEV. CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Brief Legal: Lot 2013 Glen Iris
Mortgage Amount: \$255,000.00
Recording Information: Instrument No. 20160105000004140
Recorded In: Shelby County, AL

Mortgagor: SB DEV. CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Brief Legal: Lot 929 Riverwoods
Mortgage Amount: \$320,400.00
Recording Information: Instrument No. 20160111000010410
Recorded In: Shelby County, AL

Mortgagor: SB DEV. CORP., an Alabama corporation
Mortgagee: REGIONS BANK
Brief Legal: Lot 853A Riverwoods
Mortgage Amount: \$332,800.00
Recording Information: Instrument No. 20160111000010340
Recorded In: Shelby County, AL

Mortgagor: NSH CORP DBA SIGNATURE HOMES
Mortgagee: REGIONS BANK
Mortgage Amount: \$541,695.00
Recording Information: Instrument No. 220141217000662920
Recorded In: Shelby County, AL

EXHIBIT "B"

Parcel I:

Lot 818, according to the Final Plat Sheet I Riverwoods Eighth Sector – Phase I, as recorded in Map Book 43, Page 28 A and B, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 864, 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 928, according to the Survey of Final Plat Riverwoods Eighth Sector – Phase II Sector “A”, as recorded in Map Book 44, Page 124, in the Probate Office of Shelby County, Alabama.

Parcel IV:

Lot 2014, according to the Survey of Glen Iris at Kilkerran, Phase 2, as recorded in Map Book 44, Page 36, in the Probate Office of Shelby County, Alabama.

Parcel V:

Lots 2056, 2057, 2058, 2059, 2064, and 2065, according to the Survey of Glen Iris at Kilkerran, Phase 3, as recorded in Map Book 46, Page 4, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- i) Taxes and assessments for the year 2016, a lien but not yet payable;
Parcel I:
- ii) Easement(s), building line(s) and restriction(s) as shown on recorded map.
- iii) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
- iv) Restrictions appearing of record in Inst. No. 2007-43516, Inst. No. 2015-6546, Inst. No. 2015-6541 and restrictions on unrecorded deed to purchaser.
Parcel II:
- v) Easement(s), building line(s) and restriction(s) as shown on recorded map.
- vi) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
- vii) Restrictions appearing of record in Inst. No. 2007-43516, Inst. No. 2015-6546, Inst. No. 2015-6541 and restrictions on unrecorded deed to purchaser.
- viii) Right-of-way granted to Alabama Power Company recorded in Inst. No. 2015-35046, Inst. No. 2015-8445 and Inst. No. 2015-32407.
Parcel III:
- ix) Easement(s), building line(s) and restriction(s) as shown on recorded map.
- x) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
- xi) Restrictions appearing of record in Inst. No. 2007-43516, Inst. No. 2015-6546, Inst. No. 2015-6541 and restrictions on unrecorded deed to purchaser.
Parcel IV:
- xii) Easement(s), building line(s) and restriction(s) as shown on recorded map.
- xiii) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
- xiv) Restrictions appearing of record in Inst. No. 2014-19045.
Parcel V:
- xv) Easement(s), building line(s) and restriction(s) as shown on recorded map.
- xvi) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
- xvii) Restrictions appearing of record in Inst. No. 2016-7352.



A handwritten signature in black ink, appearing to read "J. Fuhrmeister", is written over the official stamp area.