

STATE OF ALABAMA  
SHELBY COUNTY  
MADISON COUNTY

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)  
)

20160616000207610  
06/16/2016 09:24:40 AM  
MORTAMEN 1/7

## 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; **NSH NASHVILLE, LLC**, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226; **BRENLEY CROSSING PARTNERS, LLC**, a Tennessee limited liability company whose address is 3545 Market Street, Birmingham, Alabama 35226; and **JACKSON HILLS PARTNERS, LLC**, a Tennessee limited liability company (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 therein together with any and all tracts or parcels added by subsequent amendments thereto (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 other notes and/or obligations referenced in Exhibit "A" thereof (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

**NOTES TO CLERK: (1) THIS AMENDMENT ADDS ADDITIONAL MORTGAGED PROPERTY 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.**

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 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 and Lender have agreed to amend the Mortgage as set forth herein.

**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. **Exhibit A** to the Mortgage is amended to add the parcels of real property described on **Exhibit A-1** hereto (the “**Additional Land**”), which Additional Land shall in all 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, alien 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 under the same terms, conditions, warranties and representations as set forth in the Mortgage, all of which are hereby adopted by reference.

2. Borrower hereby warrants that, subject to those matters set forth on **Exhibit B-1** hereto, 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 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.



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

NOTARY PUBLIC

My Commission Expires:

**JOSHUA LOUIS HARTMAN**

Notary Public, Alabama State At Large

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 10<sup>th</sup> 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 16<sup>th</sup> day of June, 2016.

NOTARY PUBLIC

My Commission Expires:

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

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-1**

*Lot 2015, Glen Iris at Kilkerran, Phase II, as recorded in Map Book 44, Page 36, in the Probate Office of Shelby County, Alabama.*

*Lot 2041, Glen Iris at Kilkerran, Phase III, as recorded in Map Book 46, Page 4, in the Probate Office of Shelby County, Alabama.*

Subject to:

1. Declaration of Protective Covenants for Glen Iris at Kilkerran, Phase III, as recorded in the Probate Office of Shelby County, Alabama in Instrument No. 20160308000073520;
2. Declaration of Protective Covenants for Glen Iris at Kilkerran, Phase II, as recorded in the Probate Office of Shelby County, Alabama in Instrument No. 20140623000190450;
3. General and special taxes or assessments for 2016 and subsequent years not yet due and payable;
4. Existing easements, restrictions, set-back lines, rights of way, limitations, if any, and mineral and mining rights of record;



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
06/16/2016 09:24:40 AM  
\$33.00 CHERRY  
20160616000207610

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.