

20170120000026060  
01/20/2017 03:27:26 PM  
MORTAMEN 1/5

County Division Code: AL039 Inst. # 2017006130 Pages: 1 of 5 I certify this instrument filed on: 1/20/2017 1:32 PM  
Doc: MTG Alan L.King, Judge of Probate Jefferson County, AL Rec: \$29.00  
Clerk: DRBESS

**NOTE TO RECORDING OFFICE:**

THIS AMENDMENT TO MASTER MORTGAGE  
DOES NOT CHANGE THE AMOUNT OF  
INDEBTEDNESS SECURED BY THE MASTER  
MORTGAGE

THIS AMENDMENT TO MASTER MORTGAGE  
DOES NOT CHANGE THE MATURITY DATE OF  
THE MORTGAGE OR NOTES.

STATE OF ALABAMA - JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed tax  
has been collected on this instrument  
Judge of Probate  
NO TAX COLLECTED.

STATE OF ALABAMA  
COUNTY OF JEFFERSON  
COUNTY OF SHELBY

**AMENDMENT TO MASTER MORTGAGE**

THIS AMENDMENT dated January 17, 2017 (the "Amendment") is entered into between **NSH CORP.**, an Alabama corporation, **SB HOLDING CORP.**, an Alabama corporation, **SB DEV. CORP.**, an Alabama corporation, **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, and **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company and **USAMERIBANK** (formerly known as ALIANT BANK, a division of USAMERIBANK), a Florida banking corporation (hereinafter "Mortgagee").

**WHEREAS**, this Amendment amends that certain Master Mortgage, as last amended (hereinafter along with all amendments thereto referred to as the "Mortgage") [All capitalized terms used herein shall have the meaning ascribed to them in the Mortgage unless otherwise defined herein], between **NSH CORP.**, an Alabama corporation, **SB HOLDING CORP.**, an Alabama corporation, and **SB DEV. CORP.**, an Alabama corporation (hereinafter jointly, severally, and collectively referred to as the "Original Mortgagor") and Mortgagee. [The Original Mortgagor and the Additional Mortgagor (as that term is herein defined) are hereinafter jointly, severally, and collectively referred to as the "Mortgagor."]

**WHEREAS**, the initial Mortgage was recorded on December 22, 2015 as Instrument No. 201512300124097 in the office of the Judge of Probate of **Jefferson County**, Alabama and on December 23, 2015 as Instrument No. 20151223000436940 in the office of the Judge of Probate of **Shelby County**, Alabama.

**WHEREAS**, since its initial recording, the Mortgage has from time to time been amended to add additional property thereto, with all of such additional property being included within the term "Mortgaged Property" under the Mortgage and with all of such amendments being duly recorded in either the Office of the Judge of Probate of Jefferson County or the Office of the Judge of Probate of Shelby County, Alabama.

**WHEREAS**, the Mortgage states that Original Mortgagor is indebted to Mortgagee in the aggregate principal sum of \$20,000,000.00.

**WHEREAS**, upon the recordation of the Mortgage the mortgage tax pertaining to the aforementioned indebtedness was paid in full.

**WHEREAS**, this Amendment will not change the maturity date of the Mortgage nor of the Notes (as that term is herein defined).



County Division Code: AL039 Inst. # 2017006130 Pages: 2 of 5

**WHEREAS**, as provided in the Mortgage, Original Mortgagor executed in favor of the Mortgagee a Master Revolving Line of Credit Promissory Note in the amount of \$13,000,000.00 (the "\$13,000,000.00 Note"), a Master Revolving Line of Credit Promissory Note in the amount of \$4,500,000.00 (the "\$4,500,000.00 Note"), and a Master Revolving Line of Credit Promissory Note in the amount of \$2,500,000.00 (the "\$2,500,000.00 Note")(collectively along with all renewals, extensions, and modifications, as the "Note" or "Notes") and Master Loan Agreement executed in connection with each Note as last amended (collectively along with all amendments thereto, the "Agreement").

**WHEREAS**, in connection with this Amendment, the Mortgagor and Mortgagee entered into an agreement whereby the \$13,000,000.00 Note and the \$2,500,000.00 Note were renewed and refinanced into a \$15,500,000.00 obligation (the "\$15,500,000.00 Note").

**WHEREAS**, following the consummation of the above-referenced agreement, the Mortgagor remains indebted to Mortgagee in the aggregate principal sum of \$20,000,000.00.

**WHEREAS**, Mortgagor has requested that **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, and **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company (hereinafter jointly, severally, and collectively referred to as "Additional Mortgagor") be along with the Original Mortgagor co-borrowers on the Notes, and Mortgagee is agreeable to make such changes, provided that the Original Mortgagor and the Additional Mortgagor enter into this amendment, confirm and ratify the mortgage, and cause any extension of credit to Additional Mortgagor under the Notes to be secured by the Mortgage.

**WHEREAS**, this Amendment does not release or replace any portion of the Mortgaged Property.

**WHEREAS**, the Mortgagor and the Mortgagee anticipate that there will be future amendments to the Mortgage adding additional property as Mortgaged Property.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Mortgagee to continue to make sub-loans under the Notes to Mortgagor, the Mortgage is hereby amended as follows:

1. The Mortgage is hereby amended to reflect the renewal and refinancing of the \$13,000,000.00 Note and the \$2,500,000.00 Note into a \$15,500,000.00 obligation.
2. The term "Mortgagor" as used in the Mortgage is hereby amended to refer jointly, severally and collectively to i) **NSH CORP.**, an Alabama corporation, whose address is 3545 Market Street, Hoover, Alabama 35226; ii) **SB HOLDING CORP.**, an Alabama corporation, whose address is 3545 Market Street, Hoover, Alabama 35226; iii) **SB DEV. CORP.**, an Alabama corporation, whose address is 3545 Market Street, Hoover, Alabama 35226; iv) **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Hoover, Alabama 35226; and v) **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Hoover, Alabama 35226.
3. Additional Mortgagor grants, bargains, sells, aliens, and conveys a security interest in the Mortgaged Property to Mortgagee in accordance with the terms of the Mortgage as last amended.
4. Additional Mortgagor agrees to be bound by the Mortgage just as if they had executed it originally.
5. Any one Mortgagor may amend the Mortgage to grant a mortgage or additional security without the expressed acknowledgment of all Mortgagor to such amendment. All Mortgagor hereby acknowledge and accept that each Mortgagor has authority to grant a mortgage or additional security and bind all Mortgagor by independently executing an amendment to this Mortgage. Mortgagor hereby waive any challenge to future amendments to this Mortgage executed by any other Mortgagor.



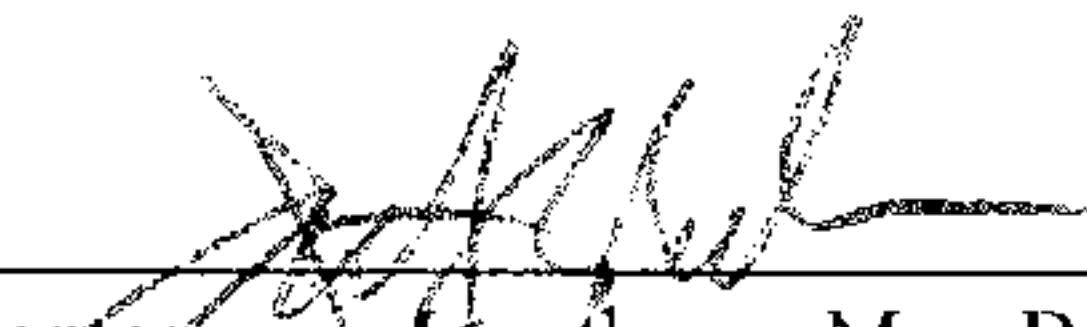
County Division Code: AL039 Inst. # 2017006130 Pages: 3 of 5

6. 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. Mortgagor does hereby agree and direct Mortgagee to take any action necessary to conform the mortgage to the terms as herein cited.

IN WITNESS WHEREOF, the party constituting Mortgagor has hereto set their hands and seals hereto effective as of the date first above written.

**MORTGAGOR:**

**NSH CORP.**, an Alabama corporation

By:   
Print Name: Jonathan M. Belcher (also known as Jonathan Belcher)  
Title: President

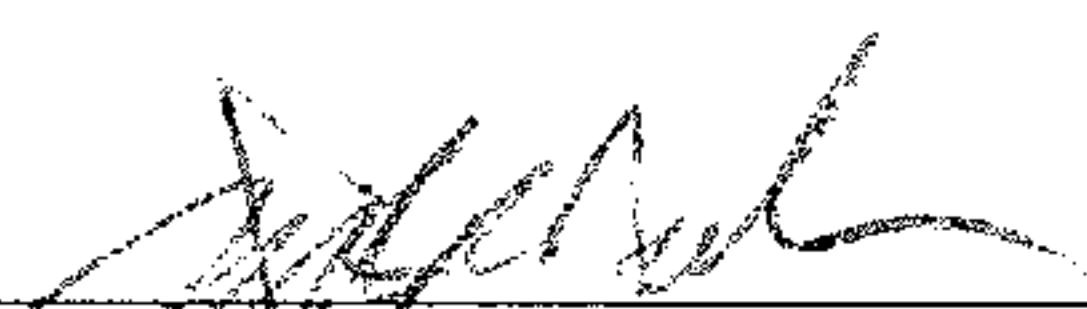
**SB HOLDING CORP.**, an Alabama corporation

By:   
Print Name: Jonathan M. Belcher (also known as Jonathan Belcher)  
Title: President

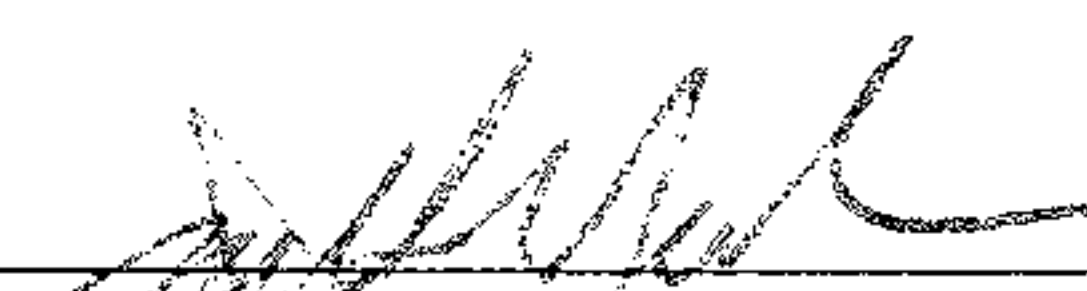
**SB DEV. CORP.**, an Alabama corporation

By:   
Print Name: Jonathan M. Belcher (also known as Jonathan Belcher)  
Title: President

**LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company

By:   
Print Name: Jonathan M. Belcher (also known as Jonathan Belcher)  
Title: Authorized Agent

**BROCK POINT PARTNERS, LLC**, an Alabama limited liability company

By:   
Print Name: Jonathan M. Belcher (also known as Jonathan Belcher)  
Title: Authorized Agent

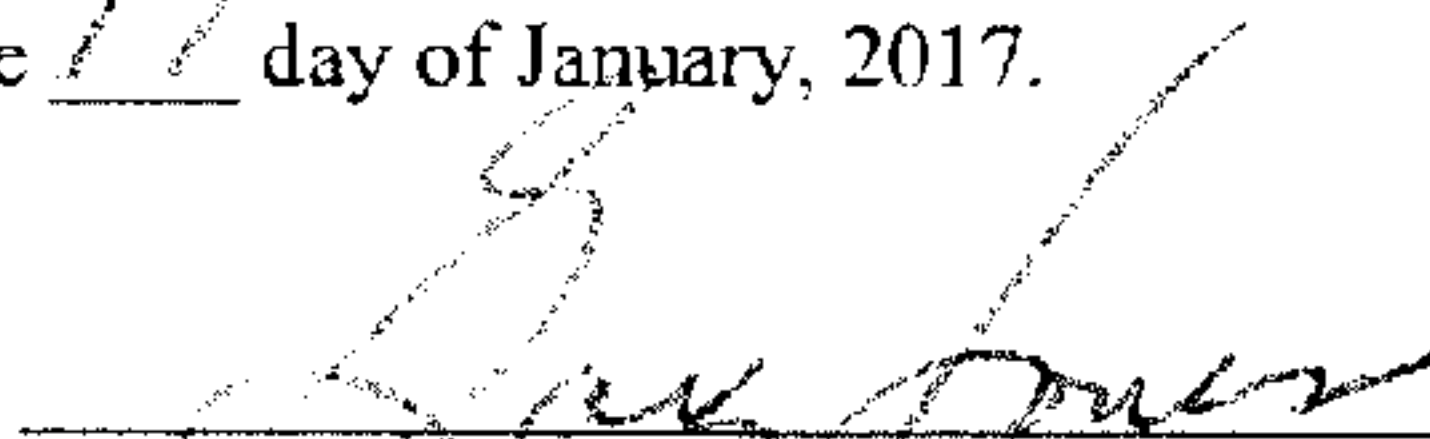


County Division Code: AL039 Inst. # 2017006130 Pages: 4 of 5

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jonathan M. Belcher** (also known as Jonathan Belcher), whose name as President 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 17 day of January, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

GARY JONES

NOTARY PUBLIC, STATE OF ALABAMA

ALABAMA STATE AT LARGE

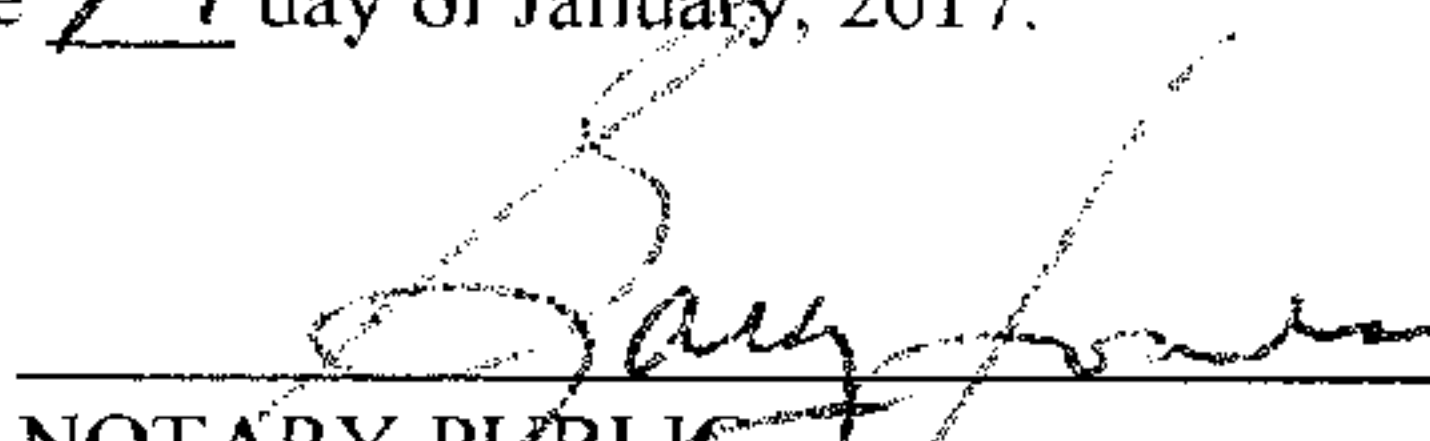
MY COMMISSION EXPIRES

APRIL 05, 2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jonathan M. Belcher** (also known as Jonathan Belcher), whose name as President 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 17 day of January, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

GARY JONES

NOTARY PUBLIC, STATE OF ALABAMA

ALABAMA STATE AT LARGE

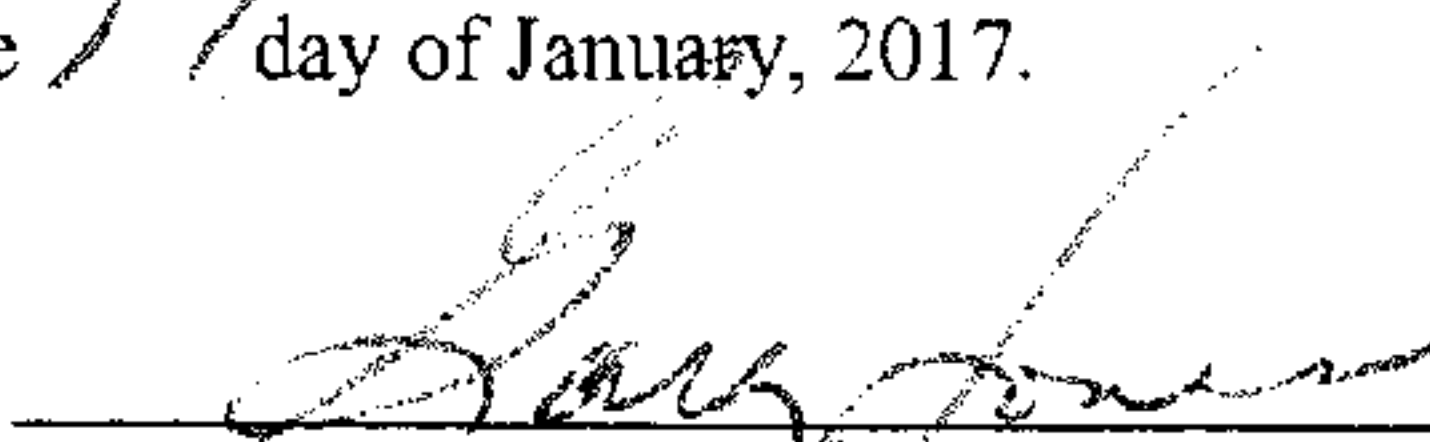
MY COMMISSION EXPIRES

APRIL 05, 2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jonathan M. Belcher** (also known as Jonathan Belcher), whose name as President 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 17 day of January, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

GARY JONES

NOTARY PUBLIC, STATE OF ALABAMA

ALABAMA STATE AT LARGE

MY COMMISSION EXPIRES

APRIL 05, 2020

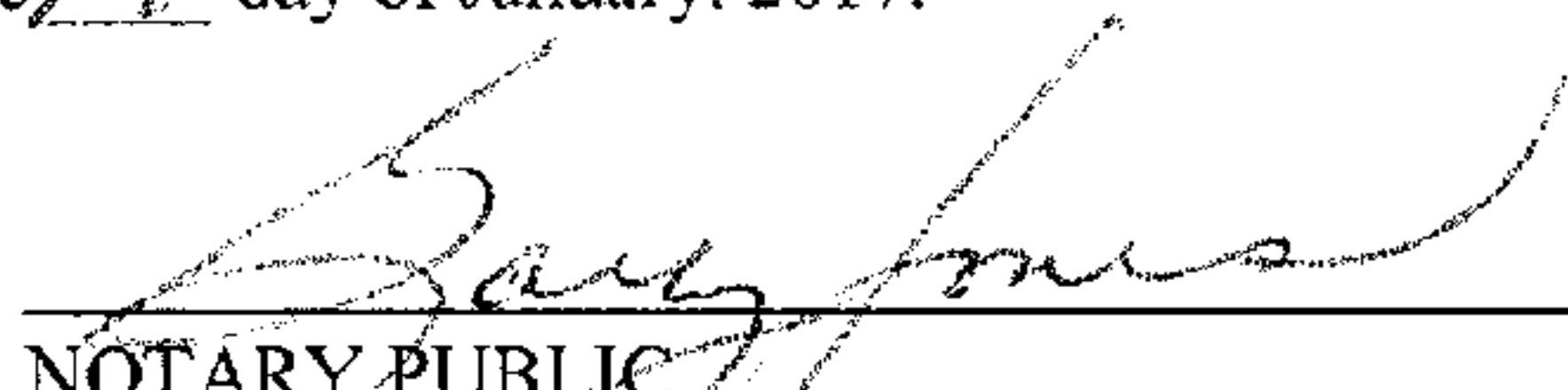


County Division Code: AL039 Inst. # 2017006130 Pages: 5 of 5

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jonathan M. Belcher** (also known as Jonathan Belcher), whose name as Authorized Agent 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 17 day of January, 2017.

  
NOTARY PUBLIC

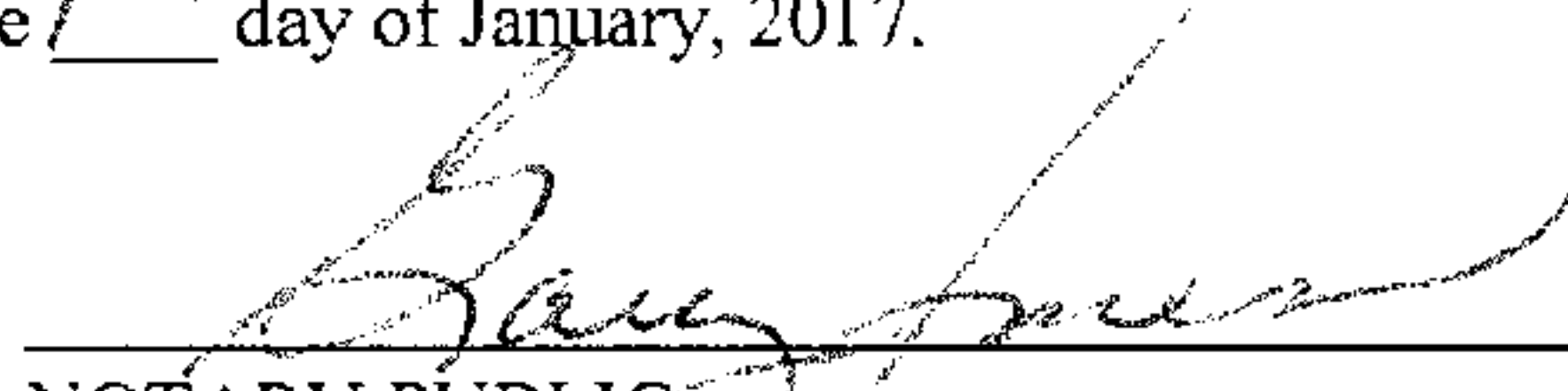
My Commission Expires: 4-5-2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

GARY JONES  
NOTARY PUBLIC, STATE OF ALABAMA  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES  
APRIL 05, 2020

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jonathan M. Belcher** (also known as Jonathan Belcher), whose name as Authorized Agent of **BROCK POINT 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 17 day of January, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

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



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/20/2017 03:27:26 PM  
\$27.00 CHERRY  
20170120000026060

