


STATE OF ALABAMA  
SHELBY COUNTY  
MADISON COUNTY

)  
)  
)

  
20171031000393830 1/11 \$7548.00  
Shelby Cnty Judge of Probate, AL  
10/31/2017 02:50:24 PM FILED/CERT

**AMENDMENT  
TO  
MASTER MORTGAGE**

THIS AMENDMENT TO MASTER MORTGAGE ("**Amendment**") amends that certain Master Mortgage, executed on May 6, 2016, and amended by that Amendment to Master Mortgage executed on June 10, 2016 (hereinafter Mortgage together with amendments and modifications, collectively the "**Mortgage**") 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, 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, and amended by Instrument No. 20160616000207600 recorded June 16, 2016, 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 as referenced therein (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

**NOTES TO CLERK: (1) THIS AMENDMENT ADDS ADDITIONAL PARTIES TO THE MORTGAGE; (2) THIS AMENDMENT INCREASES THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE BY AN AMOUNT OF \$5,000,000.00; (3) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS HEREBY AMENDED, IS \$12,000,000.00; (4) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20160506000154710, AS AMENDED BY INSTRUMENT 20160616000207600 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.**

Master Revolving Line of Credit Promissory Note, dated May 6, 2016, as amended and renewed by that Master Revolving Line of Credit Promissory Note dated this date, increasing the maximum principal amount available thereunder to the amount of \$25,000,000 ("**Master Note**") together with the notes and/or obligations referenced therein (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 [Amended and Restated] dated this date ("**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 \$12,000,000.00 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 for purposes of (i) increasing the maximum principal credit available under the terms of the Note by the amount of Ten Million and 00/100 Dollars to an amount of Twenty-Five Million and 00/100 (\$25,000,000.00) (ii) adding additional properties, and (iii) adding BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company ("**BRP**"); BROCK POINT PARTNERS, LLC, an Alabama limited liability company ("**BPP**"); and LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company ("**LWP**") as additional mortgagors under the terms of the Mortgage, all of which are affiliated entities of Mortgagor (BPR, BPP and LWP collectively referred herein to as "**Additional 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, BRENLEY CROSSING PARTNERS, LLC, a Tennessee limited liability company, JACKSON HILLS PARTNERS, LLC, a Tennessee limited liability company, BUT ALSO BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company; BROCK POINT PARTNERS, LLC, an Alabama limited liability company and LAKE WILBORN PARTNERS, LLC, an Alabama 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. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of \$7,000,000.00 evidenced by that Note, as modified, amended and renewed, but also an additional advance or loan of \$5,000,000.00 made in connection herewith to Mortgagor, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean the indebtedness of \$12,000,000.00, including not only the existing indebtedness of \$7,000,000.00, but also the \$5,000,000.00 advance or loan being made in connection herewith, evidenced by the Note as amended, modified and renewed, together with all interest thereon, and all extensions and renewals thereof, along with all interest thereon, and all extensions, and renewals thereof.

3. **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.

4. Borrower hereby warrants that, subject to those matters as otherwise set forth on record in the Office of the Judge of Probate of the respective counties in which the property is located, 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.

5. **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.

6. **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.


[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES.]

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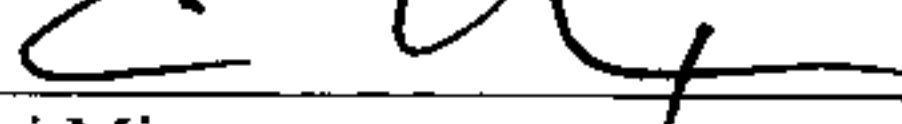
[MORTGAGORS' SIGNATURE PAGE TO AMENDMENT TO MASTER MORTGAGE]

28 IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this day of February, 2017.


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

BY:   
Name: Levi Mixon  
Title: Chief Operating Officer


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

BY:   
Name: Levi Mixon  
Title: Chief Operating Officer

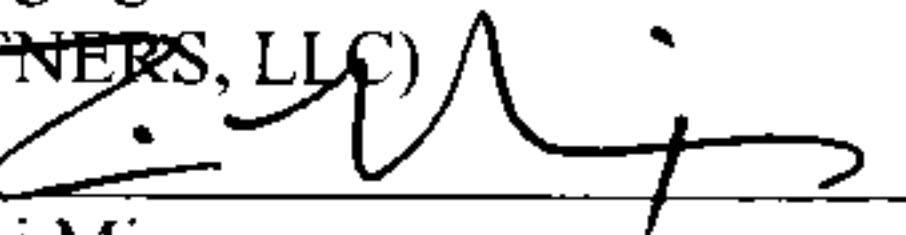
**NSH NASHVILLE, LLC**, a Tennessee limited liability company

BY: NSH Corp., an Alabama corporation  
(Sole Member of NSH Nashville, LLC)  
BY:   
Name: Levi Mixon  
Title: Chief Operating Officer of NSH Corp.

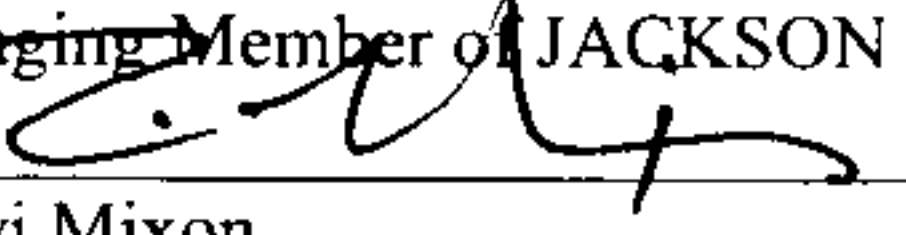
**NSH CORP.**, an Alabama corporation

BY:   
Name: Levi Mixon  
Title: Chief Operating 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 Operating Officer of SB Holding Corp.

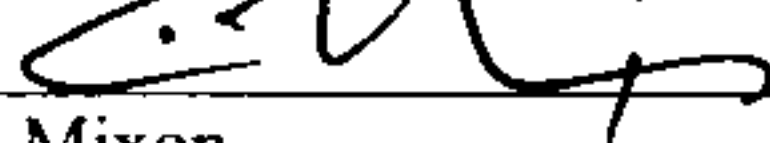
**JACKSON HILLS PARTNERS, LLC**, a Tennessee limited liability company

BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of JACKSON HILLS PARTNERS, LLC)  
BY:   
Name: Levi Mixon  
Title: Chief Operating Officer of SB Holding Corp.

[MORTGAGOR'S SIGNATURES CONTINUED ON FOLLOWING PAGE.]

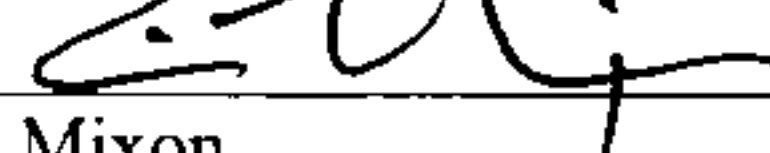
**BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company

BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of BLACKRIDGE PARTNERS, LLC)

BY:   
Name: Levi Mixon  
Title: Chief Operating Officer of SB Holding Corp.


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

BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of BROCK POINT PARTNERS, LLC)

BY:   
Name: Levi Mixon  
Title: Chief Operating Officer of SB Holding Corp.

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

BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of LAKE WILBORN PARTNERS, LLC)

BY:   
Name: Levi Mixon  
Title: Chief Operating Officer of SBA Holding Corp.

[MORTGAGOR'S ACKNOWLEDGEMENTS ON FOLLOWING PAGE(S).]

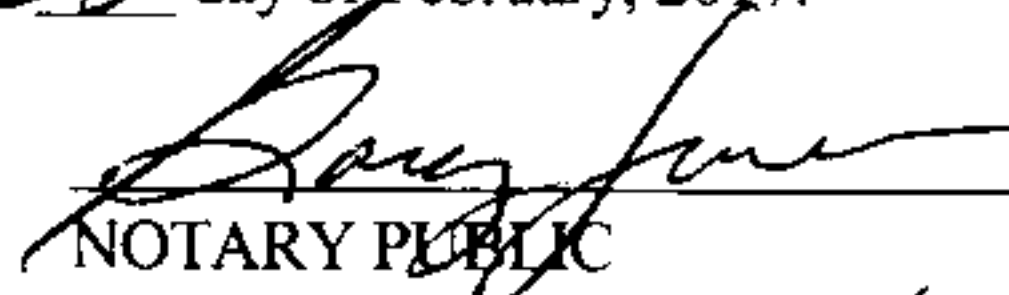


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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Levi Mixon**, whose name as Chief Operating 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 28 day of February, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

GARY JONES

NOTARY PUBLIC, STATE OF ALABAMA

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 Operating 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 28 day of February, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

GARY JONES

NOTARY PUBLIC, STATE OF ALABAMA

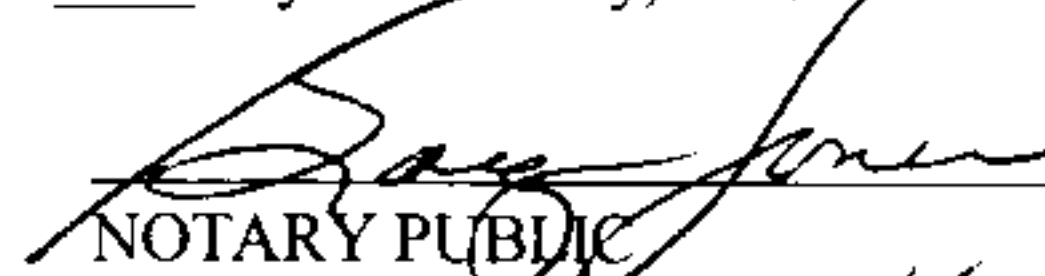
ALABAMA STATE AT LARGE

MY COMMISSION EXPIRES

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 Operating 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 28 day of February, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

GARY JONES

NOTARY PUBLIC, STATE OF ALABAMA

ALABAMA STATE AT LARGE

MY COMMISSION EXPIRES

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 Operating 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 28 day of February, 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



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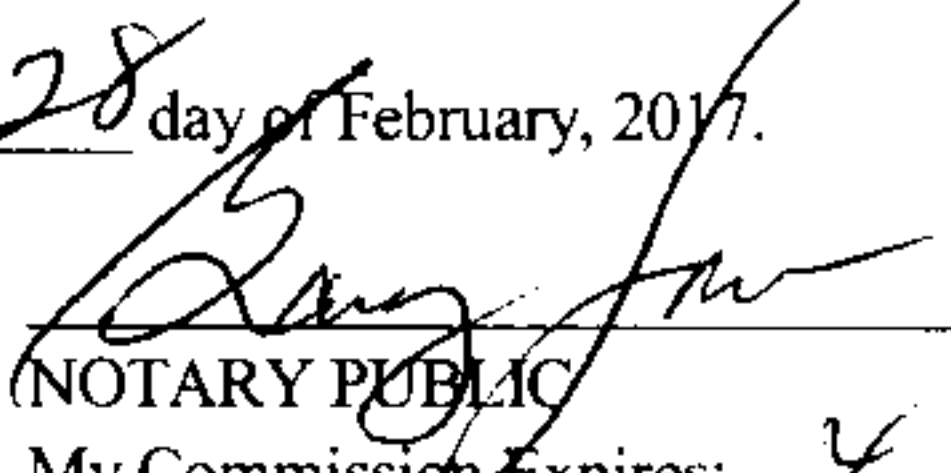
AMEND.mtg 6/14/11 11:25AM



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 Operating 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 28 day of February, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

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 Operating 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 28 day of February, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

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 Operating Officer of SB Holding Corp., an Alabama corporation, who is the 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 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 28 day of February, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020



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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 **Levi Mixon**, whose name as Chief Operating Officer of SB Holding Corp., an Alabama corporation, who is the Managing Member 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 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 28 day of February, 2017.

  
NOTARY PUBLIC

My Commission Expires: 4-5-2020

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 Operating Officer of SB Holding Corp., an Alabama corporation, who is the 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 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 28 day of February, 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

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



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Shelby Cnty Judge of Probate. AL  
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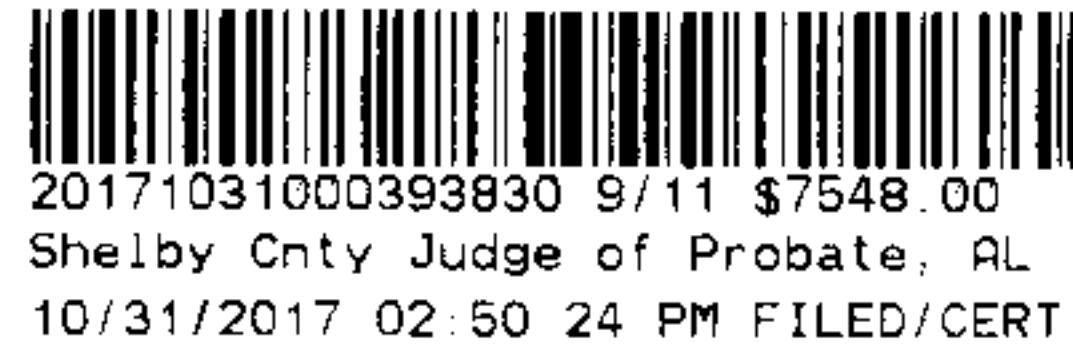
[LENDER'S SIGNATURE PAGE TO  
AMENDMENT TO MASTER MORTGAGE]

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 V.P. 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 20<sup>th</sup> day of February, 2017.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 12/24/20

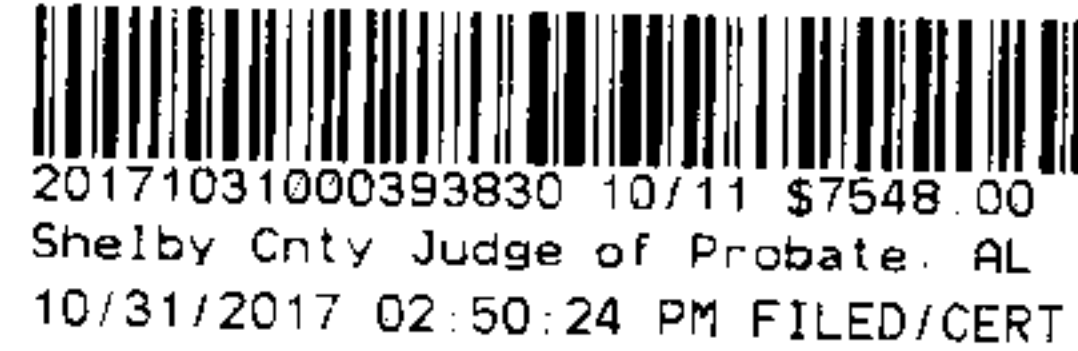
THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:

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**  
(Additional Properties)



Parcel I:

Lot 807, according to the Survey of 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 863, according to the Survey of Riverwoods Eighth Sector Phase II Section "B", as recorded in Map Book 45, Page 48, in the Probate Office of Shelby County, Alabama.

Parcel III:

Lots 2044, 2047, and 2049, according to the Survey of Glen Iris at Kilkerran, Phase 3, Sector 2, as recorded in Map Book 47, Page 21, in the Probate Office of Shelby County, Alabama.

Parcel IV:

Lot 856, 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 V:

Lots 908 and 926, according the Survey of Riverwoods Eighth Sector Phase II Sector "F", as recorded in Map Book 45, Page 40, in the Probate Office of Shelby County, Alabama.

Parcel VI:

Lot 852-A, according to the Final Plat of Riverwoods Eighth Sector, Phase II, Sector "A", Resurvey No. 1 as recorded in Map Book 45, Page 47 in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel VII:

Lots 2036, 2037, 2039, and 2043 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.

Parcel VIII:

Lot 858, 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 IX:

Lots 865, 891, 892, and 893 according to the Final Plat of Riverwoods Eighth Sector, Phase 11, Sector "C", as recorded in Map Book 46, Page 3, in the Probate Office of Shelby County, Alabama.

Parcel X:

Lot 904, according to the Final Plat of Riverwoods Eighth Sector, Phase II, Sector "A", as recorded in Map Book 44, Page 124 in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel XI:

Lot 2016, 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.

