

20171109000406910
11/09/2017 01:33:00 PM
MORTAMEN 1/9

STATE OF ALABAMA)
SHELBY COUNTY)
MADISON COUNTY)

AMENDED AND RESTATED AMENDMENT TO MASTER MORTGAGE

THIS AMENDED AND RESTATED AMENDMENT TO MASTER MORTGAGE amends and restates in its entirety that certain Amendment to Master Mortgage executed October 24th, 2017 and recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20171025000386190.

WHEREAS, this Amended and Restated Amendment to Master Mortgage amends that certain Master Mortgage (hereinafter "**Mortgage**") executed on May 6, 2016, as from time to time amended, 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, **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, and **LAKE WILBORN PARTNERS, LLC**, an Alabama 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 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, 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

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.

in Exhibit attached hereto (the "**Existing Notes**") (the Master Note and Existing Notes, along with all "A")

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 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 _____ day of November, 2017.


SB DEV. CORP., an Alabama corporation

BY: 
Name: J. Daniel Garrett
Title: Chief Financial Officer

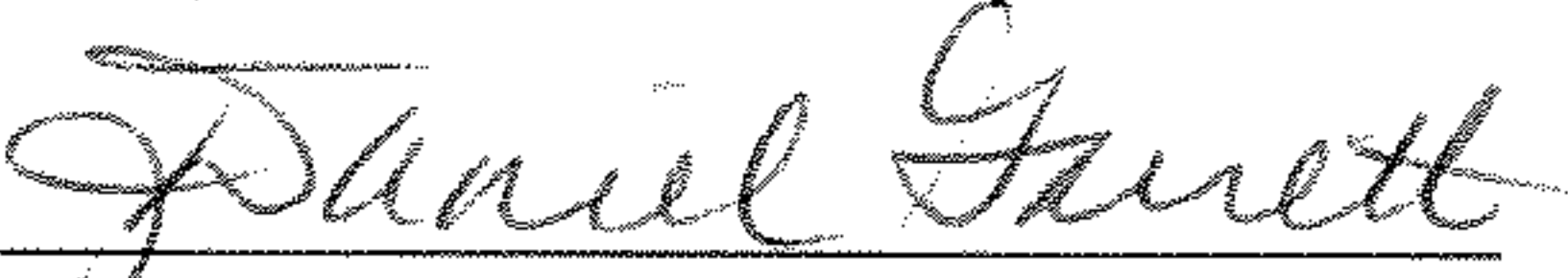
SB HOLDING CORP., an Alabama corporation

BY: 
Name: J. Daniel Garrett
Title: Chief Financial Officer


NSH NASHVILLE, LLC, a Tennessee limited liability company

BY: NSH Corp., an Alabama corporation
(Sole Member of NSH Nashville, LLC)

Name: J. Daniel Garrett
Title: Chief Financial Officer of NSH Corp.


NSH CORP., an Alabama corporation

BY: 
Name: J. Daniel Garrett
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)

Name: J. Daniel Garrett
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)

Name: J. Daniel Garrett
Title: Chief Financial Officer of SB Holding Corp.

BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company

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

BY: J. Daniel Garrett
Name: J. Daniel Garrett
Title: Chief Financial 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: J. Daniel Garrett
Name: J. Daniel Garrett
Title: Chief Financial Officer of SB Holding Corp.

LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company

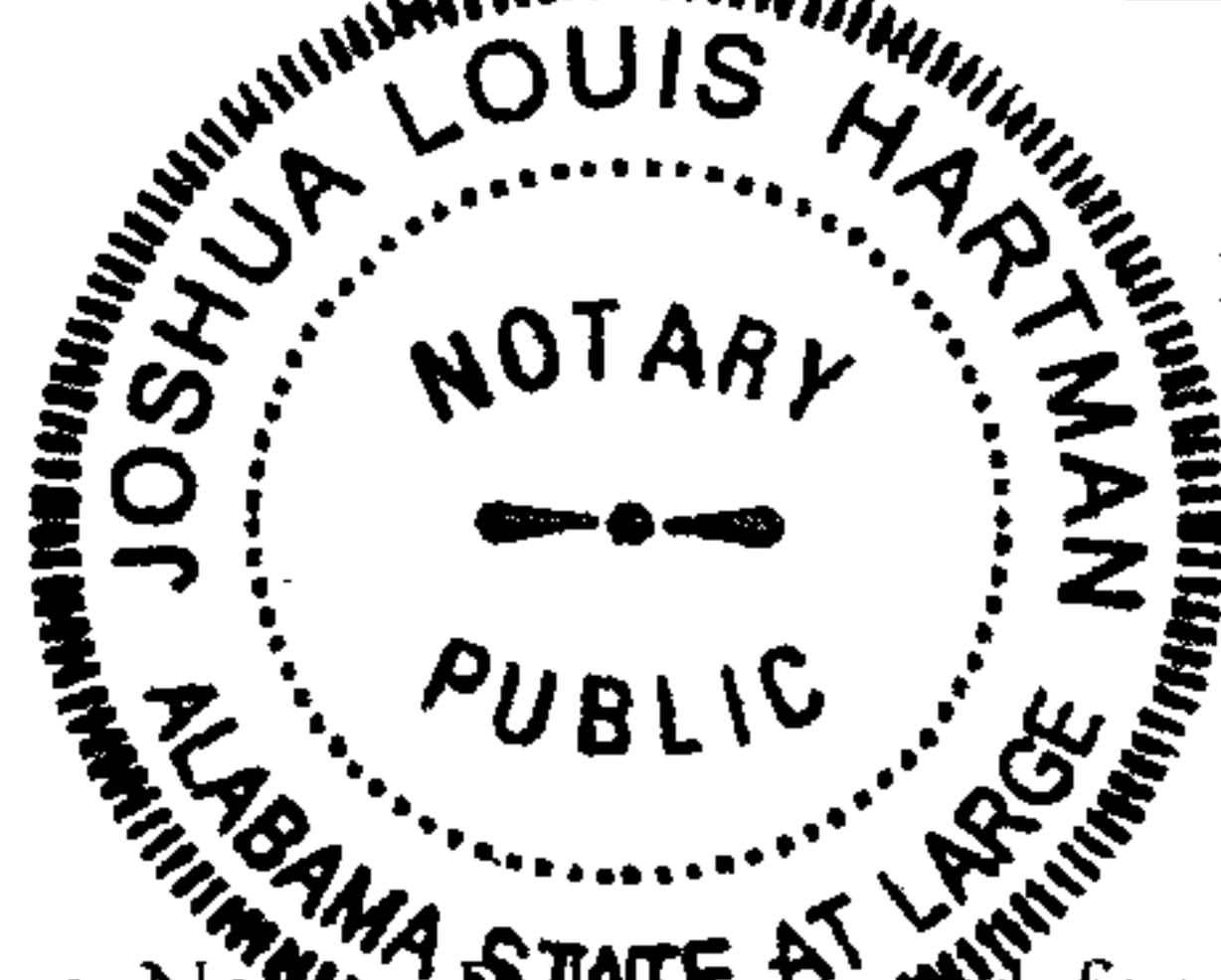
BY: SB HOLDING CORP., an Alabama corporation
(Managing Member of LAKE WILBORN PARTNERS, LLC)

BY: J. Daniel Garrett
Name: J. Daniel Garrett
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 **J. Daniel Garrett**, 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 8th day of November, 2017.

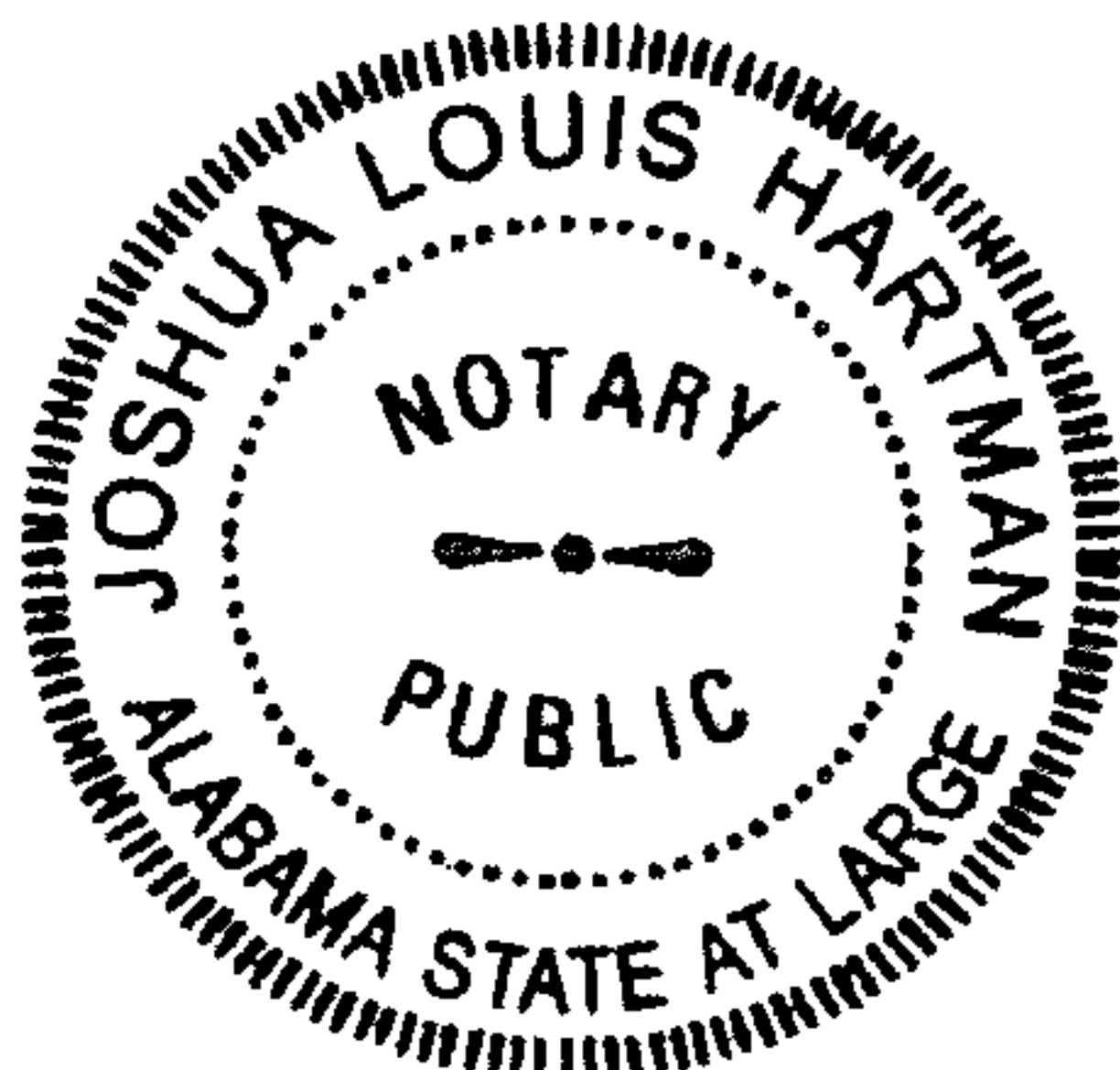


NOTARY PUBLIC
My Commission Expires: 03/19/2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daniel Garrett**, 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 8th day of November, 2017.

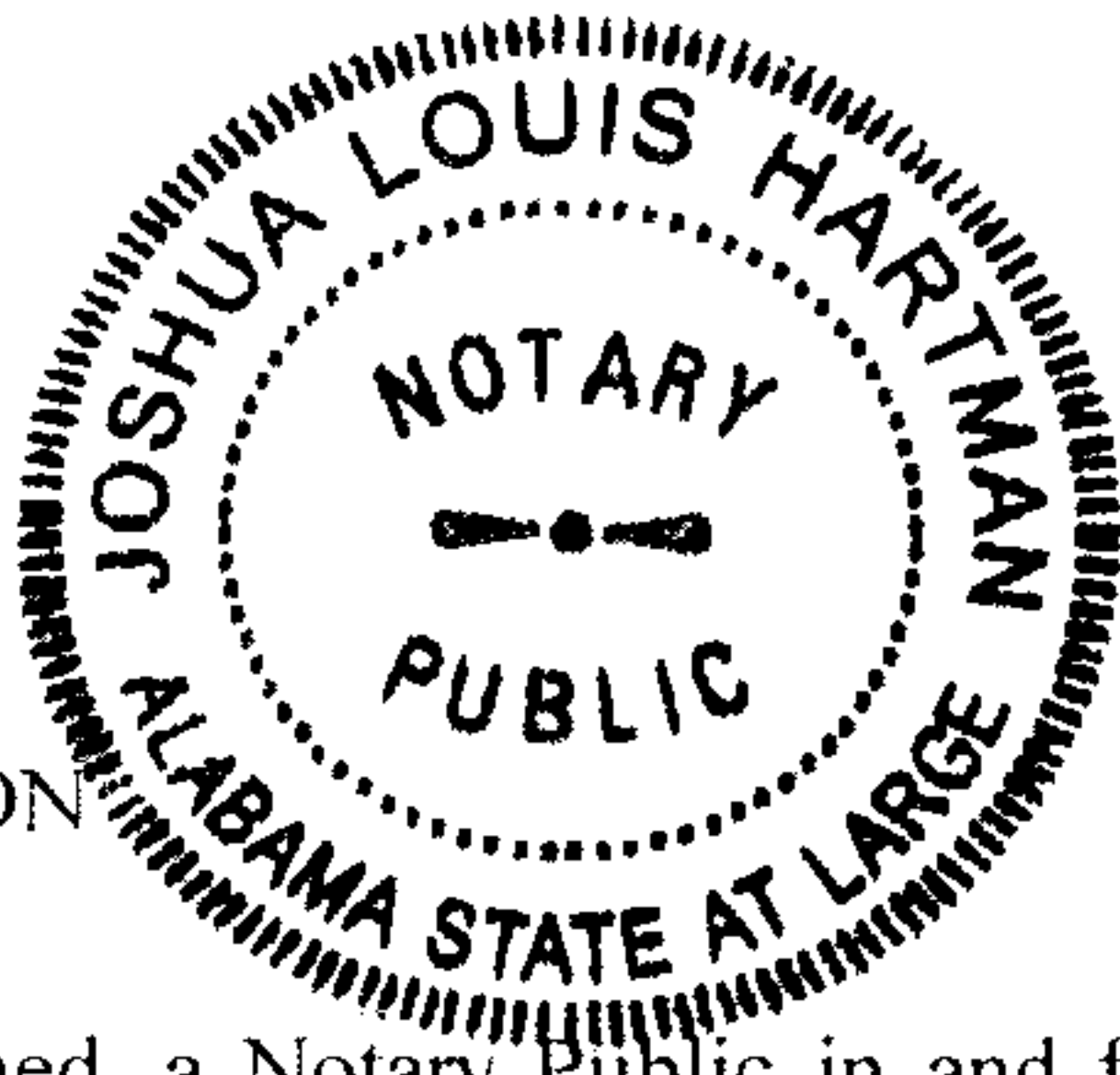


NOTARY PUBLIC
My Commission Expires: 03/19/2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daniel Garrett**, 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 8th day of November, 2017.

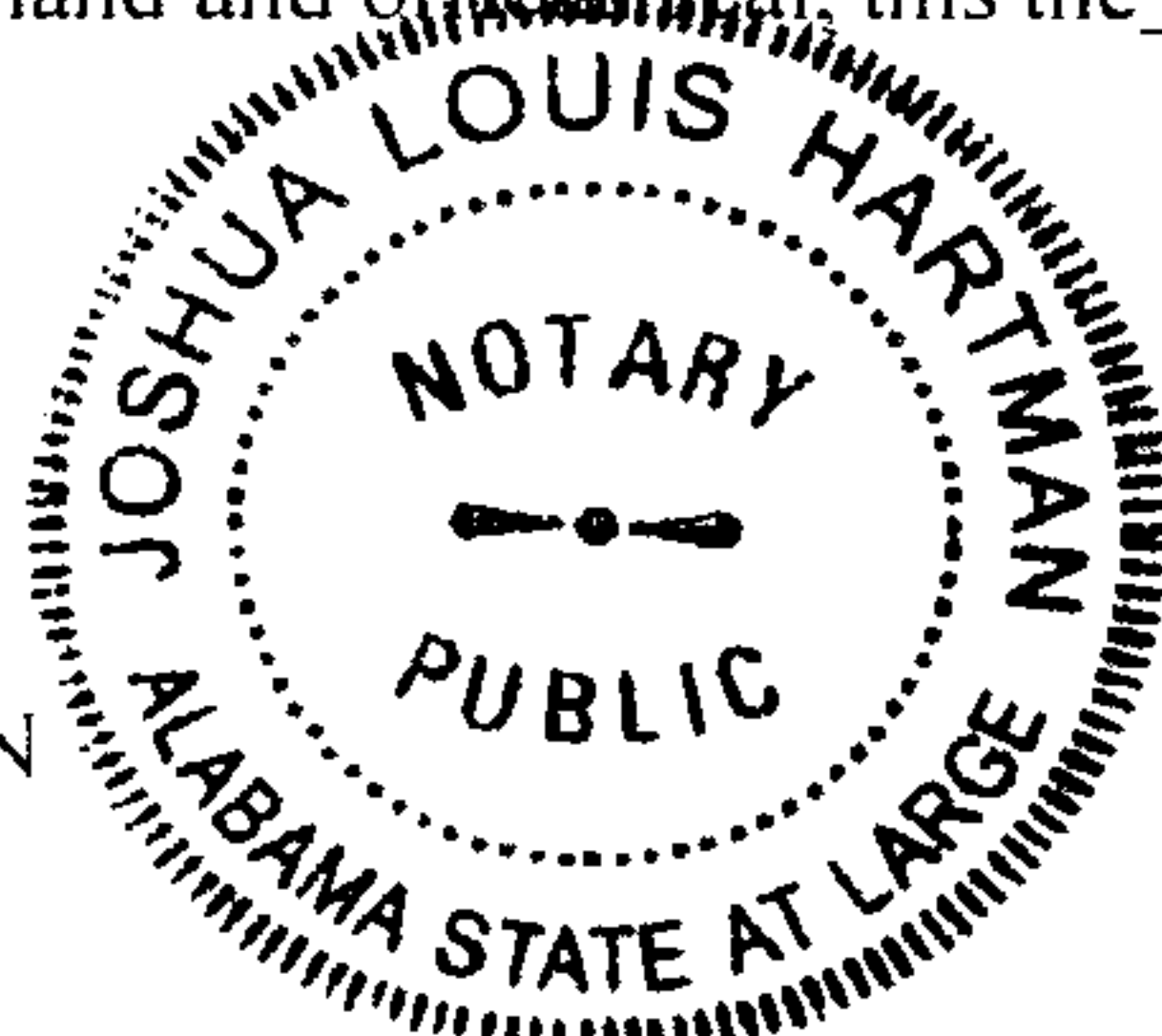


NOTARY PUBLIC
My Commission Expires: 03/19/2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daniel Garrett**, 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 8th day of November, 2017.

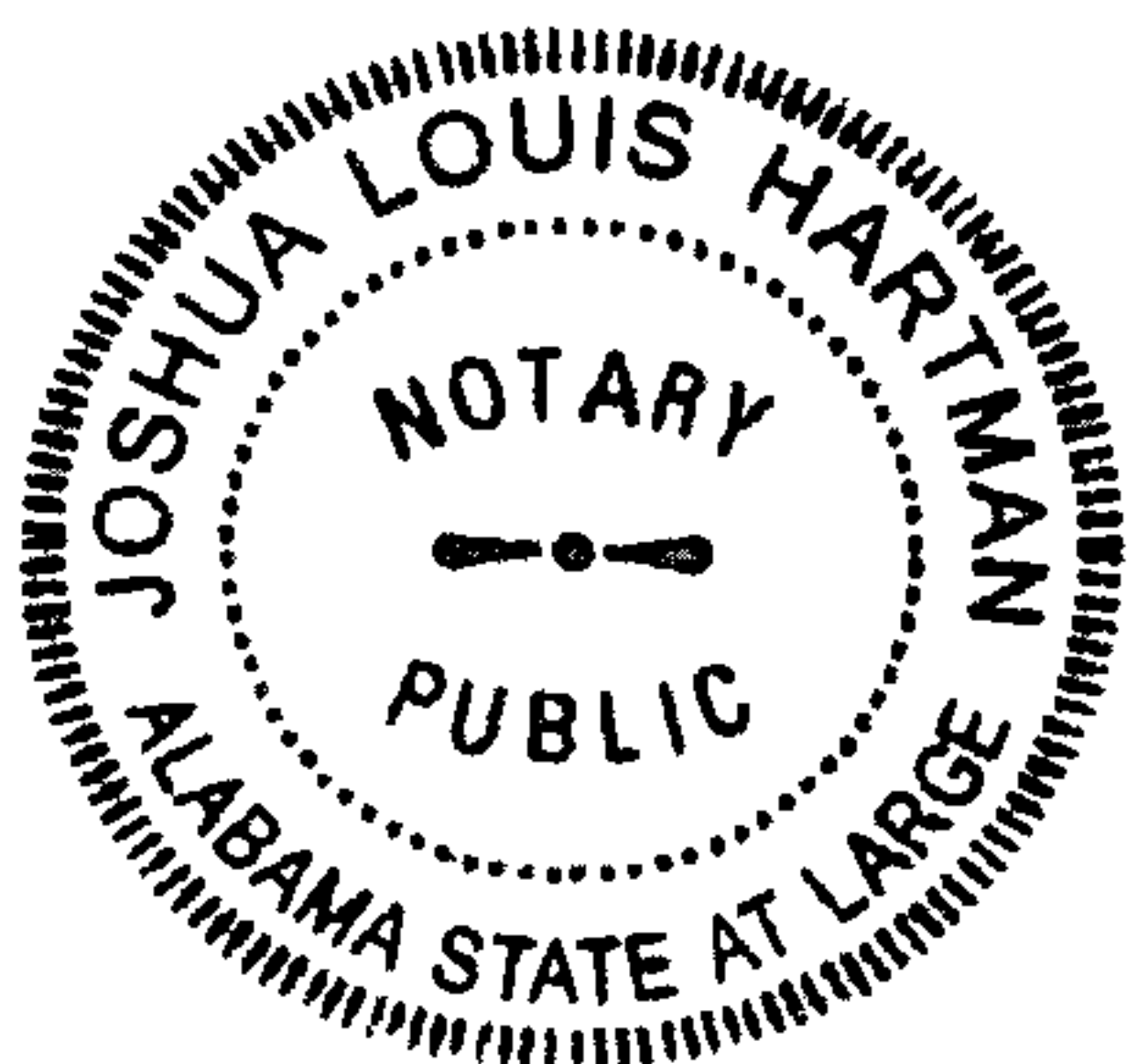


NOTARY PUBLIC
My Commission Expires: 03/19/2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daniel Garrett**, 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 8th day of November, 2017.

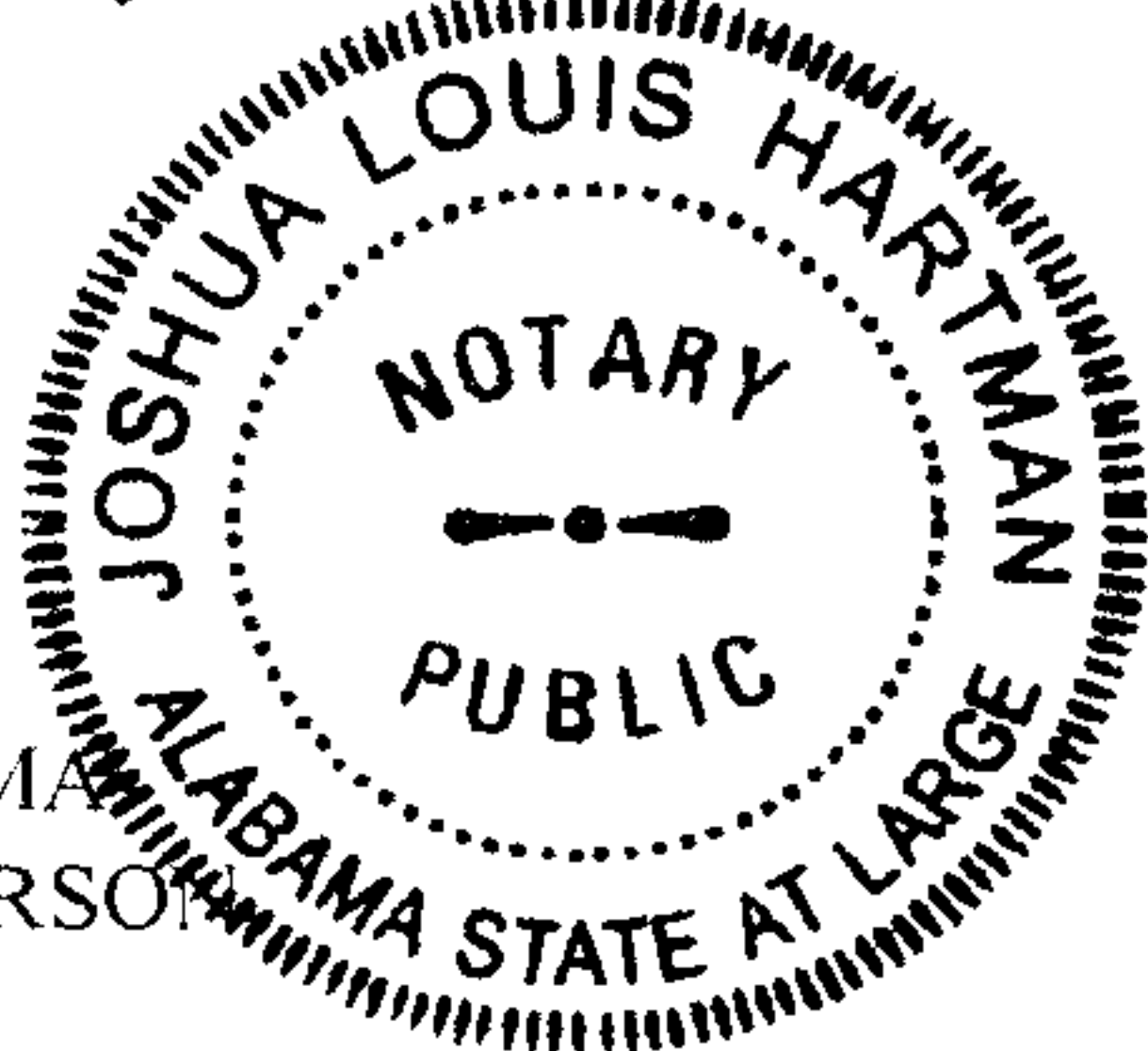


NOTARY PUBLIC
My Commission Expires: 03/19/2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daniel Garrett**, 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 8th day of November, 2017.

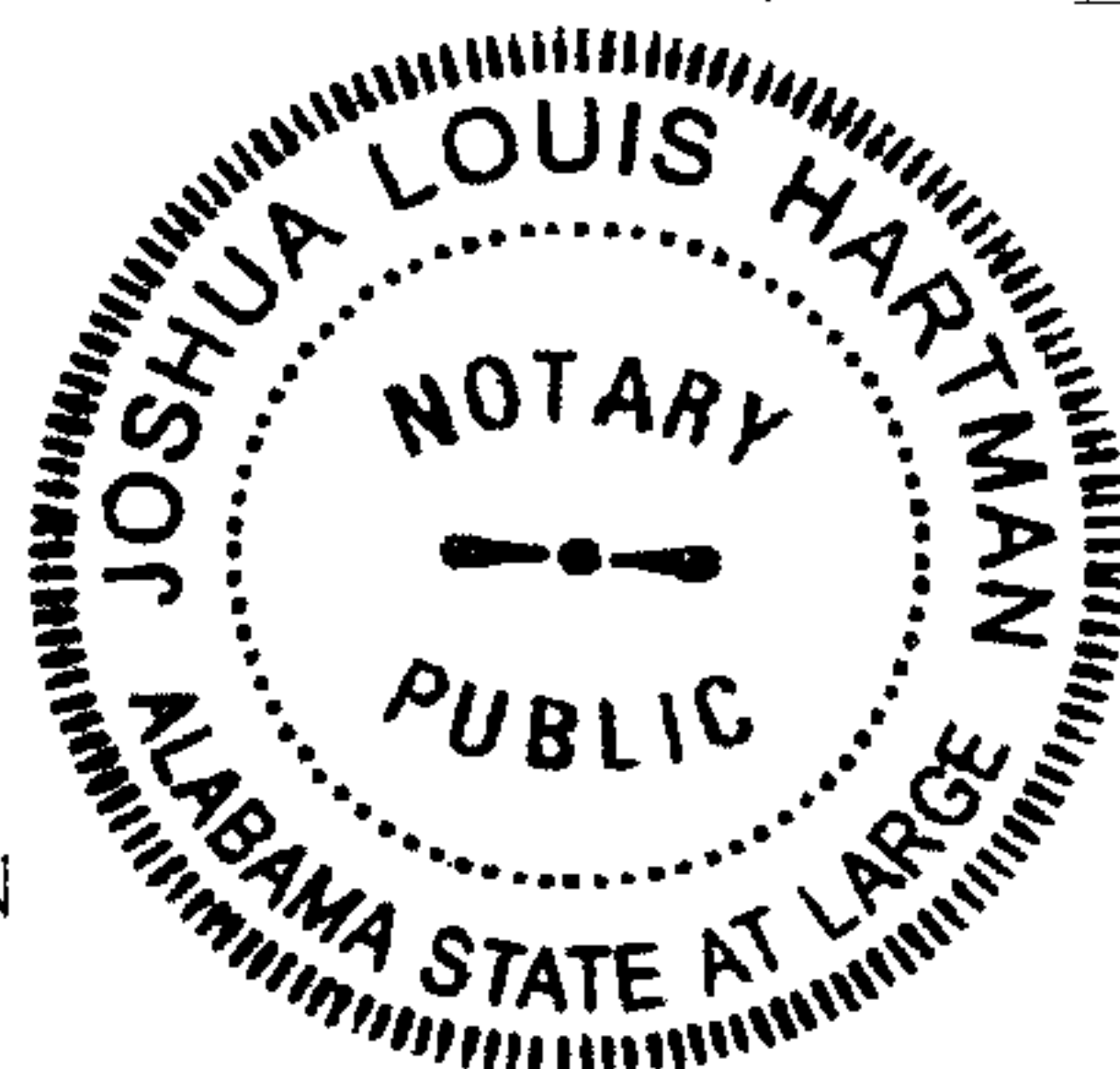


STATE OF ALABAMA
COUNTY OF JEFFERSON

NOTARY PUBLIC
My Commission Expires: 03/19/2020

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daniel Garrett**, 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 8th day of November, 2017.

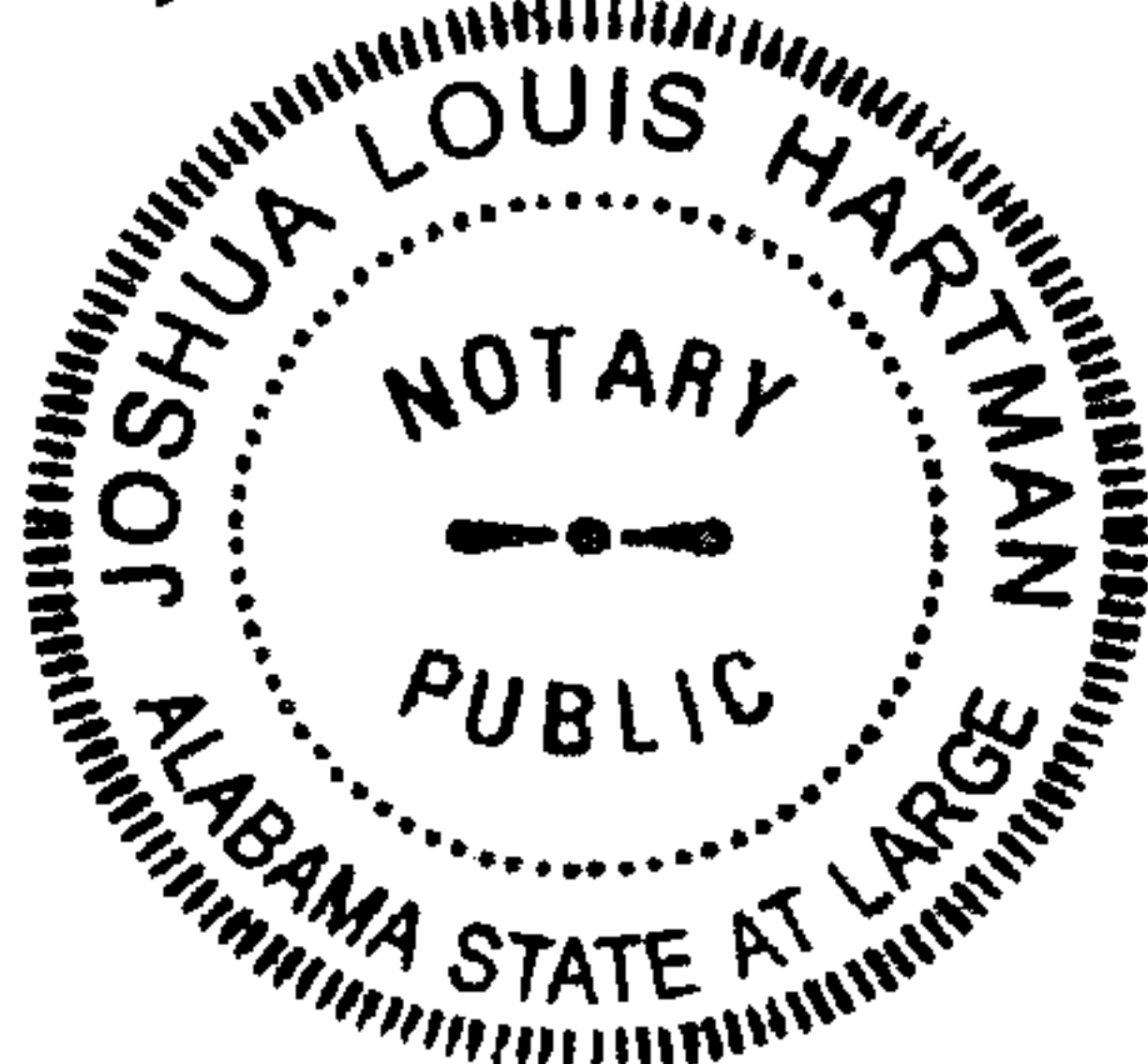


STATE OF ALABAMA
COUNTY OF JEFFERSON

NOTARY PUBLIC
My Commission Expires: 03/19/2020

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daniel Garrett**, 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 8th day of November, 2017.



NOTARY PUBLIC
My Commission Expires: 03/19/2020

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daniel Garrett**, 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 8th day of November, 2017.

NOTARY PUBLIC

My Commission Expires: 03/19/2020

THIS INSTRUMENT AFTER RECORDATION
SHOULD BE RETURNED TO:

Regions Bank
Attn: ShaTasha White
201 Milan Pkwy
Mailcode: ALBH70112A
Birmingham, Alabama 35211
[D-8405]

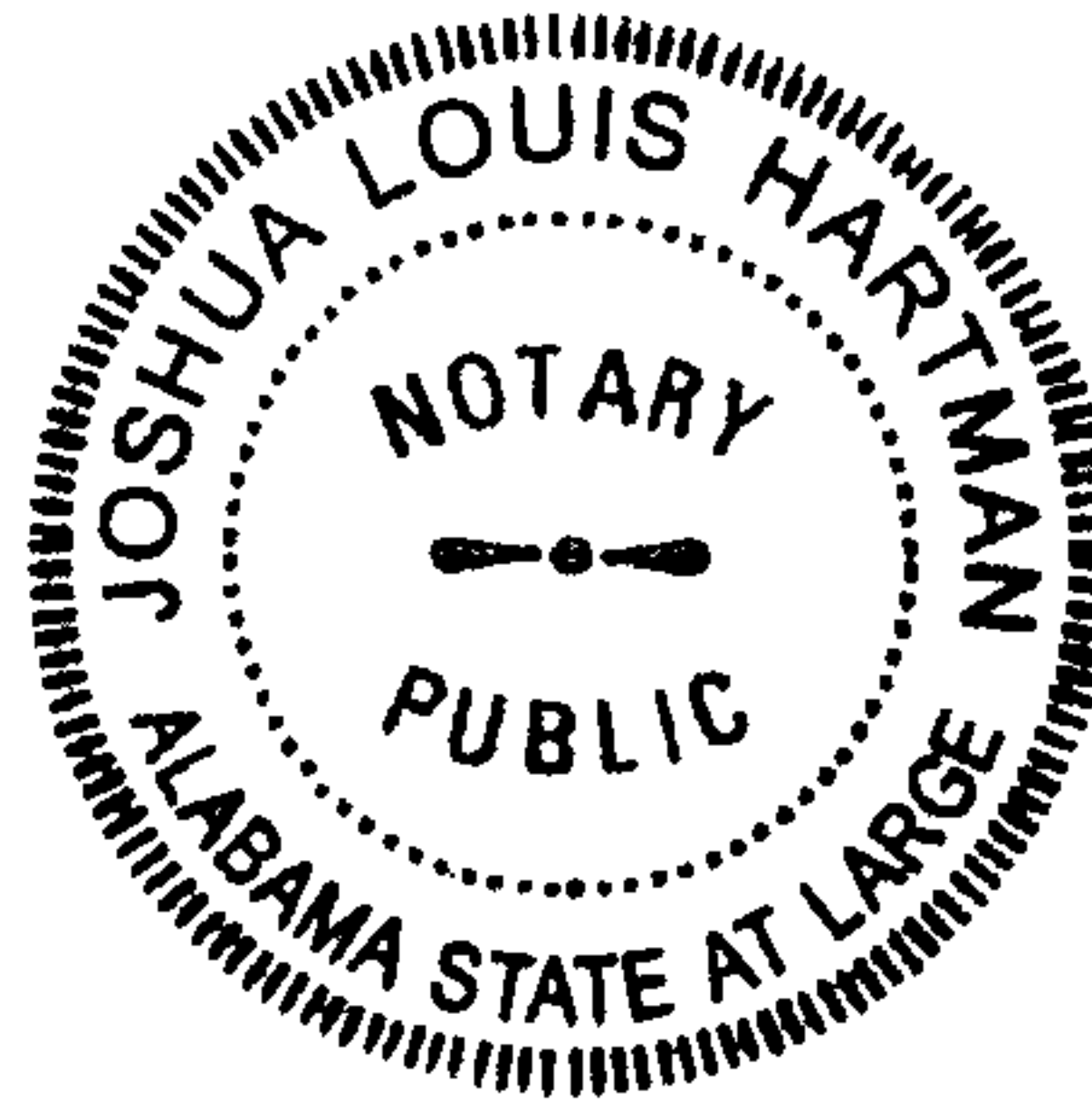


Exhibit A-1

Parcel I:

Lot 887, according to the Survey of Riverwoods Eighth Sector Phase II Sector "D", as recorded in Map Book 46, Page 16, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 817, 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 III:

Lot 860, 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.

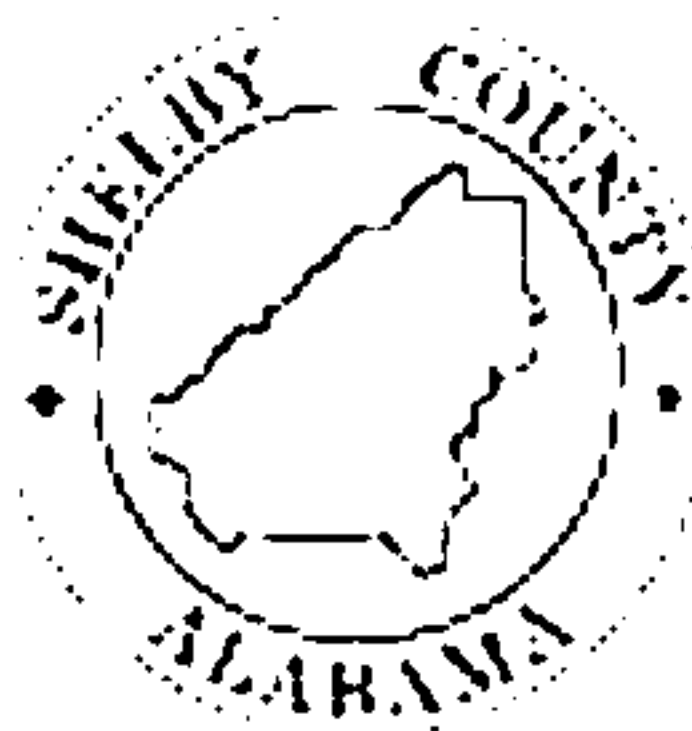
Parcel IV:

Lots 885A, 885B, and 885 C, according to the Survey of Riverwoods Eighth Sector Phase II Sector "D" Resurvey No. 1, as recorded in Map Book 48, Page 59, in the Probate Office of Shelby County, Alabama.

Exhibit B-1

Subject to:

1. Taxes for the year 2018 and subsequent years;
2. Easement(s), building line(s) and restriction(s) as shown on recorded map;
3. 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;
4. Restrictions appearing of record in Inst. No. 2007-43516, Inst. No. 2015-6546, and Inst. No. 2015-6541;
5. Right-of-way granted to Alabama Power Company recorded in Inst. No. 2015-35046, Inst. No. 2015-8445 and Inst. No. 2015-32407;
6. Restrictions appearing of record in Inst. No. 20171025000386180.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/09/2017 01:33:00 PM
\$44.00 CHERRY
20171109000406910

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name and title of the County Clerk.