

20180710000244610  
07/10/2018 12:48:15 PM  
MORTAMEN 1/5

Loan No. 1004231

**This Instrument Prepared By:** Donald M. Warren, Burr & Forman LLP, 420 North 20<sup>th</sup> Street, Suite 3400, Birmingham, AL 35203, telephone 205-251-3000

**After Recording, Return To:** Wells Fargo Bank, National Association, 5400 LBJ Freeway, 10<sup>th</sup> Floor, Dallas, Texas 75240-1000, Attention: Homebuilder Loan Administration, Loan No. 1004231

### **SUPPLEMENT TO MORTGAGE**

This Supplement to Mortgage (this "Supplement") is entered into as of July 6, 2018, by and among LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company ("Lake Wilborn"), BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company ("Blackridge Partners" together with Lake Wilborn, individually or collectively, the "Mortgagor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

### **RECITALS:**

Mortgagor together with NSH CORP., an Alabama corporation ("NSH"), SB DEV. CORP., an Alabama corporation ("SBDC"), NSH NASHVILLE, LLC, a Tennessee limited liability company ("NSH Nashville"), BRENLEY CROSSING PARTNERS LLC, a Tennessee limited liability company ("Brenley Crossing"), JACKSON HILLS PARTNERS LLC, a Tennessee limited liability company ("Jackson Hills"), STOCKTON PARTNERS, LLC, an Alabama limited liability company ("Stockton Partners"), and MCDANIEL FARMS PARTNERS, LLC, a Tennessee limited liability company ("McDaniel Farms", together with Mortgagor, NSH, SBDC, NSH Nashville, Brenley Crossing, Jackson Hills and Stockton Partners, individually or collectively, the "Borrower") is justly indebted to Lender for a revolving line of credit loan in the principal amount of up to \$30,000,000 (the "Loan"), which Loan is evidenced and secured by, *inter alia*, (i) that certain Third Amended and Restated Credit Facility Agreement dated effective as of December 28, 2017, as amended by Modification

THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE ABOVE-DESCRIBED MORTGAGE IS \$30,000,000.00, AND MORTGAGE RECORDING PRIVILEGE TAX HAS BEEN PAID ON SUCH MORTGAGE. THIS SUPPLEMENT PROVIDES ADDITIONAL SECURITY FOR SUCH INDEBTEDNESS, AND THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED HAS NOT BEEN INCREASED AND THE MATURITY DATE OF THE INDEBTEDNESS SECURED IS NOT BEING MODIFIED. PURSUANT TO SECTION 40-22-2(4), CODE OF ALABAMA (1975), AS AMENDED, NO ADDITIONAL MORTGAGE RECORDING PRIVILEGE TAX IS DUE UPON ANY INSTRUMENT PROVIDING ADDITIONAL SECURITY FOR INDEBTEDNESS UPON WHICH SUCH TAX HAS BEEN PAID.

Agreement (the "**Modification Agreement**") dated December 31, 2017, as amended by Second Modification Agreement (the "**Second Modification Agreement**") dated May 3, 2018 (as modified, amended or restated, the "**Credit Agreement**"), (ii) that certain Fifth Amended and Restated Promissory Note Secured by Mortgage dated effective December 28, 2017 executed by Borrower in favor of Lender, as modified by the Modification Agreement and Second Modification Agreement (as modified, amended or restated, the "**Note**"), and (iii) that certain Mortgage and Security Agreement dated May 9, 2018 from Mortgagor in favor of Lender, recorded as Instrument No. 20180509000159420 in the Office of the Judge of Probate of Shelby County, Alabama (as amended from time to time, the "**Mortgage**"). *Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Mortgage.*

Mortgagor has requested that the Mortgage be amended to add additional property as additional security for the Indebtedness (subject to the foregoing limitation) and other Obligations, and Lender has consented to amend the Mortgage to do so.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the above provisions, and in further consideration of the mutual covenants contained in this Supplement, the parties agree as follows:

1. Supplement and Amendments to Mortgage. The Mortgage is supplemented and amended as follows:

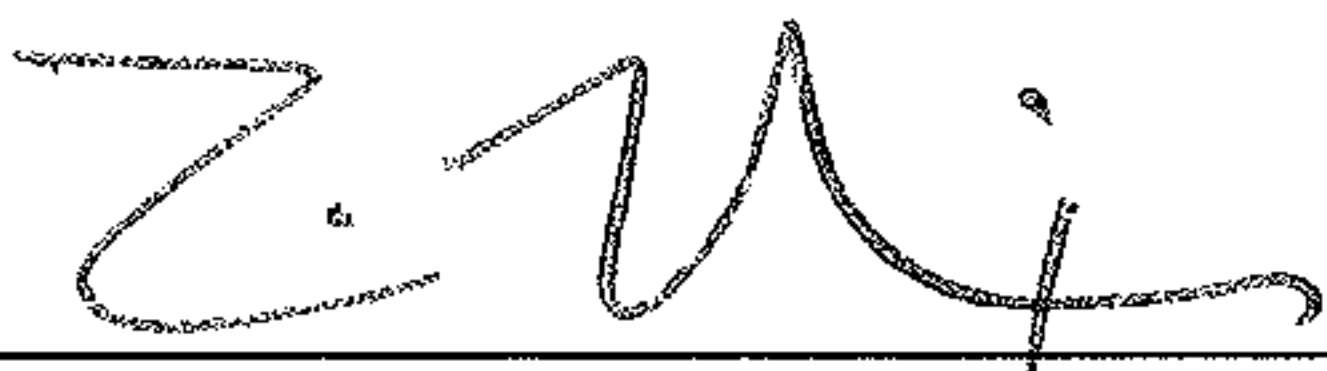
Exhibit A to the Mortgage is amended by adding the real property described in Exhibit A hereto, and the parties hereby supplement and amend the definition of "Land" therein to include the same. Such supplement and amendment shall include, without limitation, all right, title, interest, and privileges of Mortgagor in and to (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking and public places, existing or proposed, abutting, adjacent, used in conjunction with or pertaining to such real property or the interests therein; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water and water rights, timber and crops pertaining to such real estate; and (iv) all appurtenances and all reversions and remainders in or to such real property (all collectively referred to herein as the "**Added Land**"), and all other Mortgaged Property (after giving effect to the addition of the property described in Exhibit A to the definition of Land). Mortgagor hereby grants, bargains, sells, conveys, mortgages and assigns the Added Land and other Mortgaged Property to Lender, subject to the terms and conditions of the Mortgage.

Continued Effectiveness of Documents. In all other respects the Mortgage shall remain unchanged and in full force and effect, and Mortgagor affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or other documents secured thereby or executed in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the date appearing on the first page of this Supplement.

**MORTGAGOR:**

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

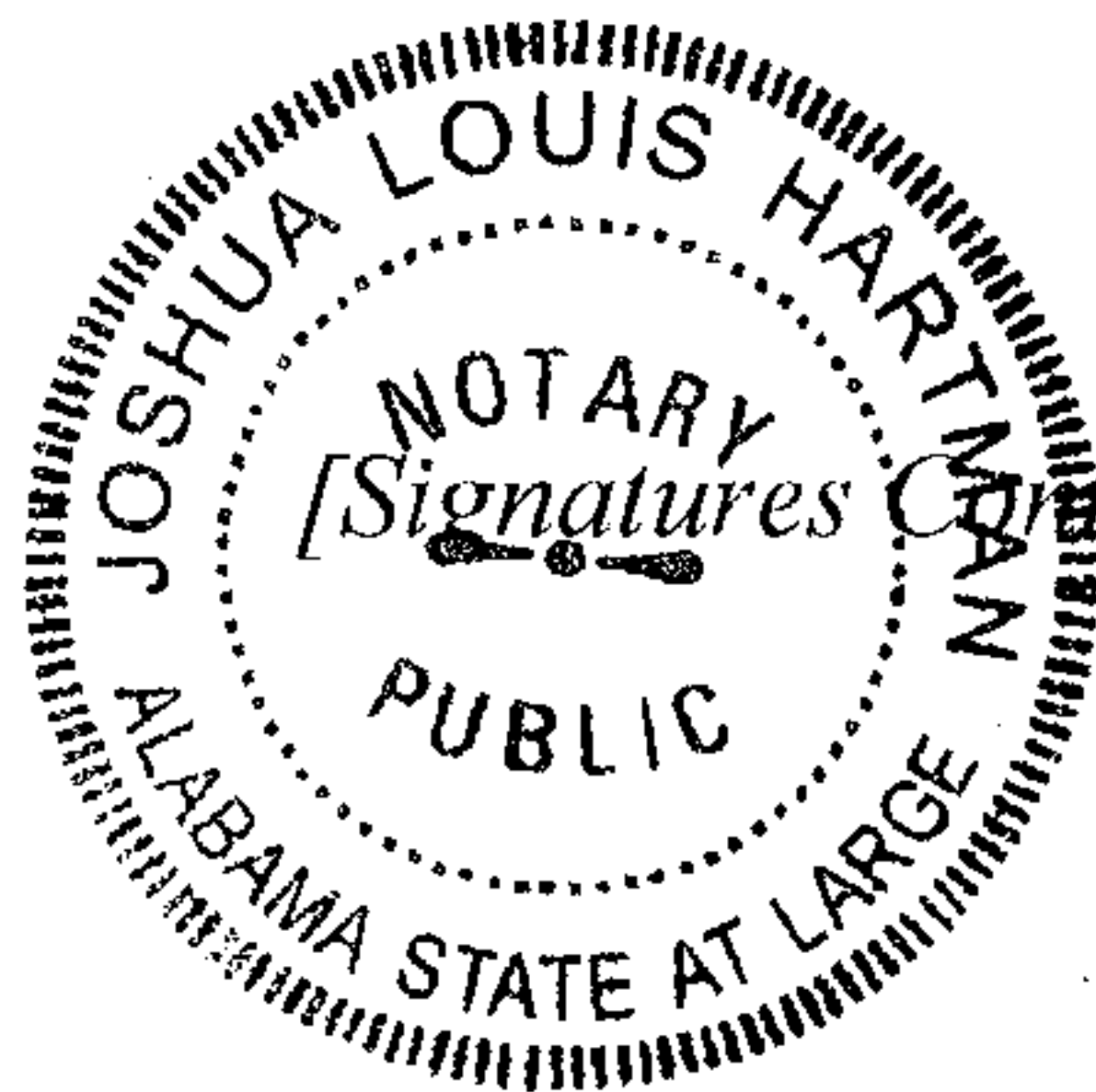
By:   
Print Name: Levi Mixon  
Its: Chief Operating Officer

STATE OF ALABAMA §  
COUNTY OF JEFFERSON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Levi Mixon, whose name as COO 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 for and as the act of said limited liability company.

Given under my hand and official seal this the 6<sup>th</sup> day of July, 2018

[S E A L]



Notary Public   
My Commission Expires: 3/19/20

*Continued on Next Page*



The undersigned hereby consents to the Supplement.

**LENDER:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association

BY: 

Print Name: \_\_\_\_\_

Its \_\_\_\_\_

Kelli JR Craig  
Vice President

STATE OF Texas )  
COUNTY OF Dallas )

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certifies that Kelli JR Craig, whose name as VP of Wells Fargo Bank, National Association, a national banking association, 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 such instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal, this 27<sup>th</sup> day of June, 2018.

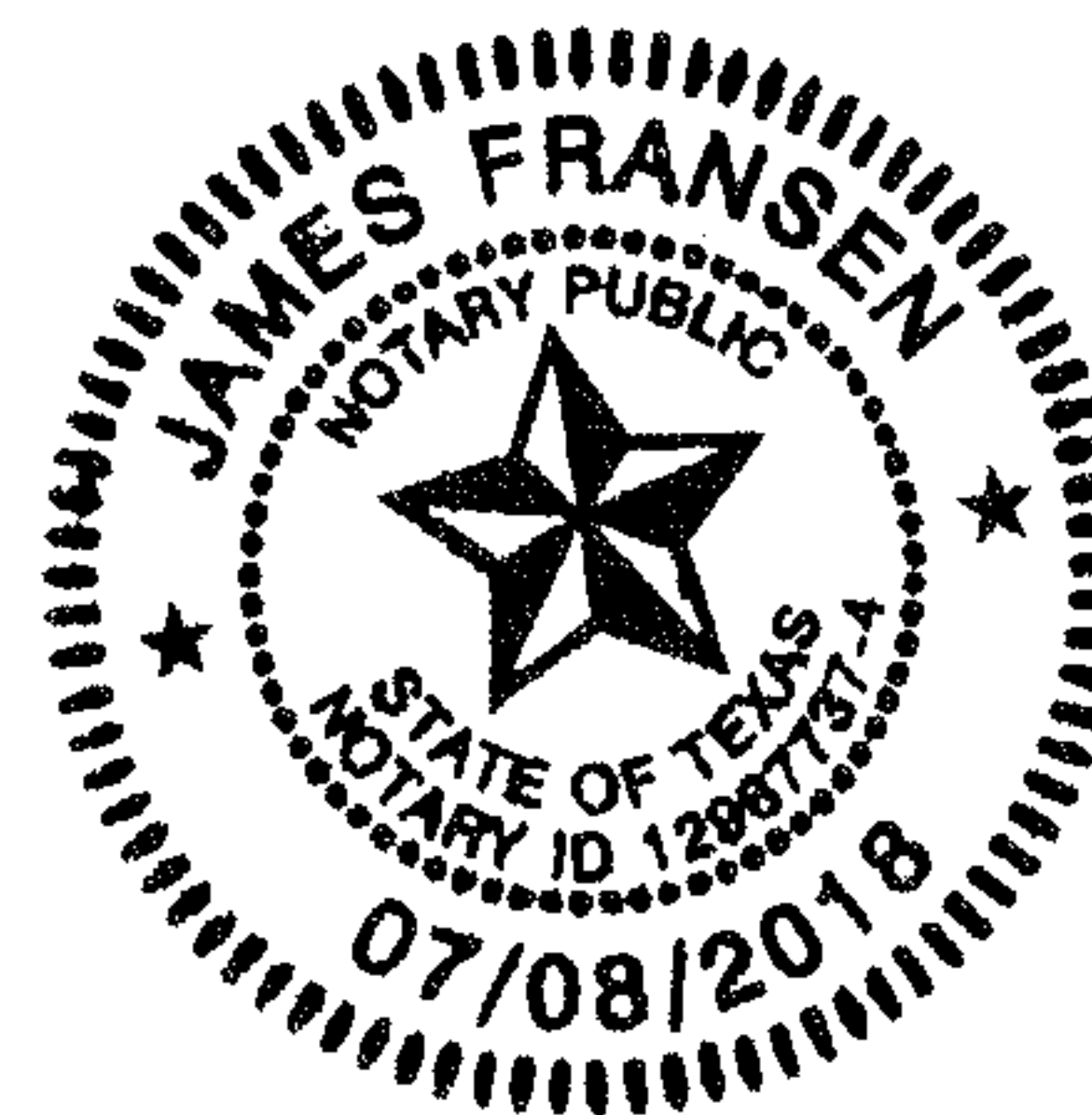
  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[NOTARY SEAL]

[End of Signatures]



20180710000244610 07/10/2018 12:48:15 PM MORTAMEN  
5/5

**EXHIBIT A**

**LAKE WILBORN PARTNERS, LLC**

Lot 32, according to the Survey of Lake Wilborn Phase 1B, as recorded in Map Book 48, Page 85 in the Probate Office of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/10/2018 12:48:15 PM  
\$28.00 DEBBIE  
20180710000244610

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