

20180813000288060
08/13/2018 12:17:33 PM
MORTAMEN 1/4

STATE OF ALABAMA
COUNTY OF Shelby

AMENDMENT TO MASTER MORTGAGE

THIS AMENDMENT amends that certain Master Mortgage, (hereinafter "Mortgage") dated the 22nd day of December 2015, 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 (hereinafter jointly, severally, and collectively referred to as "Mortgagor") and **VALLEY NATIONAL BANK**, a National Banking Association, as successor in interest to USAmeriBank (formerly known as ALIANT BANK, a division of USAMERIBANK) (hereinafter "Mortgagee").

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

WHEREAS, the Mortgage has from time to time been amended to add additional property thereto, which such amendments being duly recorded in either the Office of the Judge of Probate of Jefferson County or of Shelby County, Alabama,

WHEREAS, the Mortgage was further amended by that certain Amendment to Master Mortgage recorded on January 20, 2017 as Instrument No. 2017006130 in the office of the Judge of Probate of **Jefferson County**, Alabama, and recorded on January 20, 2017 as Instrument No. 20170120000026060 in the office of the Judge of Probate of **Shelby County**, Alabama.

WHEREAS, the Mortgage states that 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.

WHEREAS, **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company (the "Grantor") was granted the authority under the Mortgage to amend the Mortgage to grant a mortgage or additional security without the express acknowledgment of all Mortgagors.

WHEREAS, in connection with a Sub-Loan Schedule under the Note, Grantor desires to make, execute, and deliver this Amendment to further secure Mortgagor's obligations under the Note, and Grantor enters into this Amendment for that purpose.

WHEREAS, this Amendment adds the property described on the Exhibit hereto (the "Added Property") to the Mortgage.

WHEREAS, this Amendment only adds to and does not release or replace any portion of the Mortgage, as amended on this date.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Mortgagee to make a subloan under the Notes to Grantor, the Mortgage is hereby amended to add the Added Property to the Mortgage.

In such regard, Exhibit "B" of the Mortgage and the Mortgaged Property described in the Mortgage, without being replaced or removing any portion thereof, shall include the Added Property.

Grantor does hereby grant, bargain, sell, alien, and convey (in accordance with the terms of the Mortgage) to Mortgagee the Added Property.

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.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective August 9, 2018.

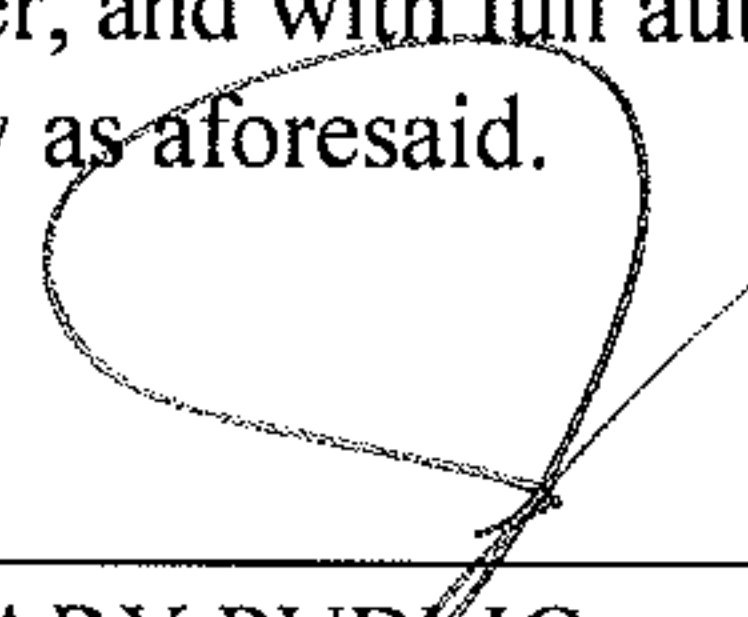
GRANTOR:

LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company

By: 
Print Name: J. Daryl Spears
Title: Agent to Request Advances

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, whose name as Agent to Request Advances 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.


NOTARY PUBLIC

My Commission Expires: 03/19/2020

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

Loan Operations
VALLEY NATIONAL BANK
Ln XXXXX27403, XXXXX32652, XXXXX32660, XXXXX32687, XXXXX32695, XXXXX32709
Operations Center - FL
P.O. Box 17540
Clearwater, FL 33762

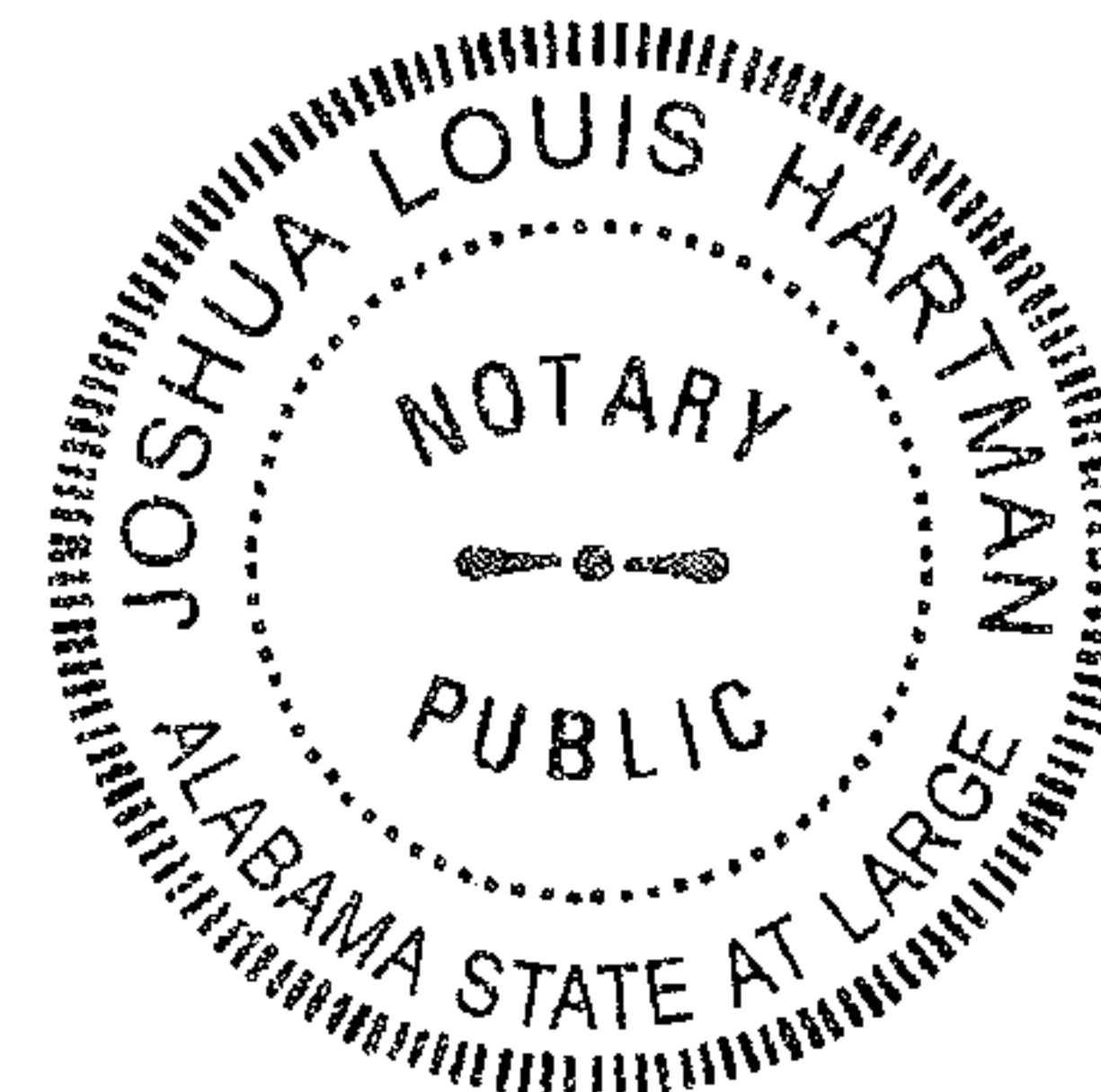


EXHIBIT
(Added Property)

Parcel 1

Lot 147, according to the Survey of Lake Wilborn Phase 2C, as recorded in Map Book 49, Page 68, in the Probate Office of Shelby County, Alabama.

2100 Jenna Pass, Hoover, AL 35226

Parcel 2

Lot 153, according to the Survey of Lake Wilborn Phase 2C, as recorded in Map Book 49, Page 68, in the Probate Office of Shelby County, Alabama.

2124 Jenna Pass, Hoover, AL 35226

Parcel 3

Lot 163, according to the Survey of Lake Wilborn Phase 2A, as recorded in Map Book 49, Page 17, in the Probate Office of Shelby County, Alabama.

1570 Wilborn Run, Hoover, AL 35226

EXHIBIT
(Added Property)
Page 2

Parcel 4

Lot 165, according to the Survey of Lake Wilborn Phase 2A, as recorded in Map Book 49, Page 17, in the Probate Office of Shelby County, Alabama.

1562 Wilborn Run, Hoover, AL 35226

Parcel 5

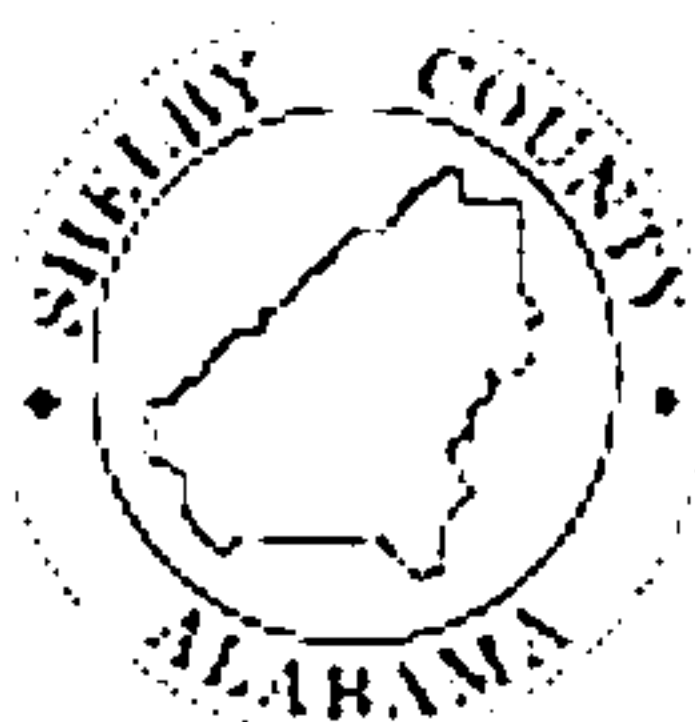
Lot 166, according to the Survey of Lake Wilborn Phase 2A, as recorded in Map Book 49, Page 17, in the Probate Office of Shelby County, Alabama.

1558 Wilborn Run, Hoover, AL 35226

Parcel 6

Lot 179, according to the Survey of Lake Wilborn Phase 2A, as recorded in Map Book 49, Page 17, in the Probate Office of Shelby County, Alabama.

1549 Wilborn Run, Hoover, AL 35226



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/13/2018 12:17:33 PM
\$24.00 CHERRY
20180813000288060

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.