

**This instrument Prepared By:**

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3138 Cahaba Heights Road, Suite 110  
Vestavia Hills, AL 35243

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**20180918000334010**

**09/18/2018 12:03:20 PM**

**MORTAMEN 1/6**

**AMENDMENT TO  
FUTURE ADVANCE MORTGAGE,  
ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT**

This Amendment made effective as of the 14th day of September, 2018 between **TRUSTMARK NATIONAL BANK**, a national banking association (the "**Lender**"), and **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company ("**Borrower**").

**WHEREAS**, in connection with a revolving line of credit for construction of residential homes (the **Loan**) from Lender to Borrower in the original principal amount of \$10,000,000.00, the Borrower executed and delivered to Lender, or otherwise authorized the filing of, among other documents (collectively, the "**Loan Documents**"), the following documents dated as of June 8, 2018, to evidence and secure the Loan: (i) Development Master Revolving Credit Promissory Note in the amount of \$10,000,000.00 (the "**Development Master Note**"); (ii) Development Guidance Line Agreement for Construction Financing (the "**Development Line Agreement**"); and (iii) Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement, recorded at Instrument No. 20180713000250000 in the Probate Office of Shelby County, Alabama (the "**Mortgage**"); and

**WHEREAS**, Borrower and Lender have agreed to amend the Mortgage as set forth herein.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is 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, lien 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 references in the other Loan Documents to the Mortgage or the Master Development Mortgage shall mean the Mortgage, as amended hereby.
4. Except as modified herein, all other terms and conditions of the Loan Documents shall remain in full force and effect.
5. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

*[ remainder of this page is blank B signature pages follow ]*

IN WITNESS WHEREOF, Lender and Borrower have caused this Amendment to be executed effective as of the day and year first set forth above.

**LENDER:**

**TRUSTMARK NATIONAL BANK,**  
a national banking association

By: \_\_\_\_\_

Printed Name: Ben Hendrix

Title: Senior Vice President

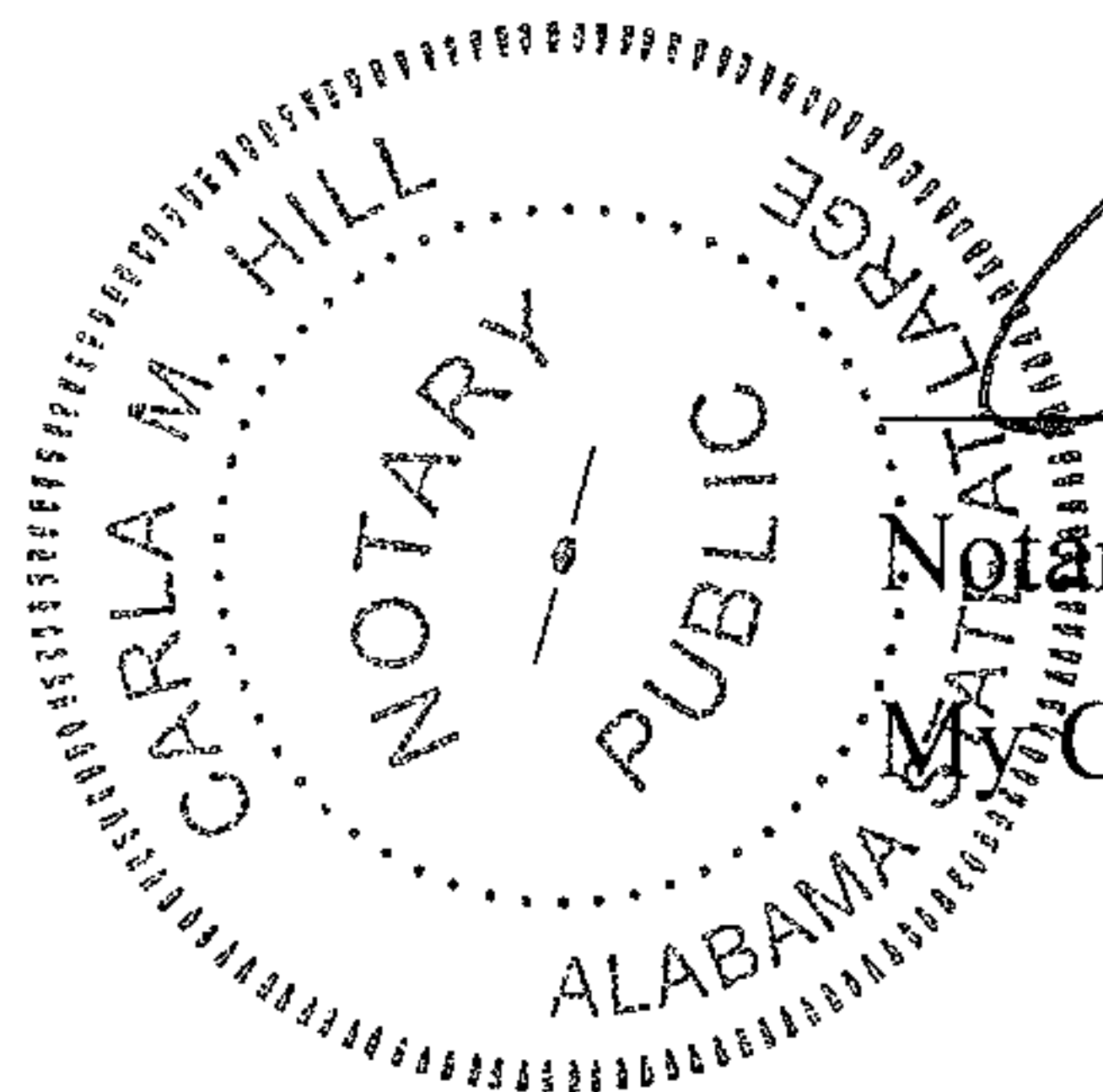
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Sr. Vice President of **TRUSTMARK NATIONAL BANK**, 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 said instrument, 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 official seal this \_\_\_\_ day of September, 20 18.

[NOTARIAL SEAL]

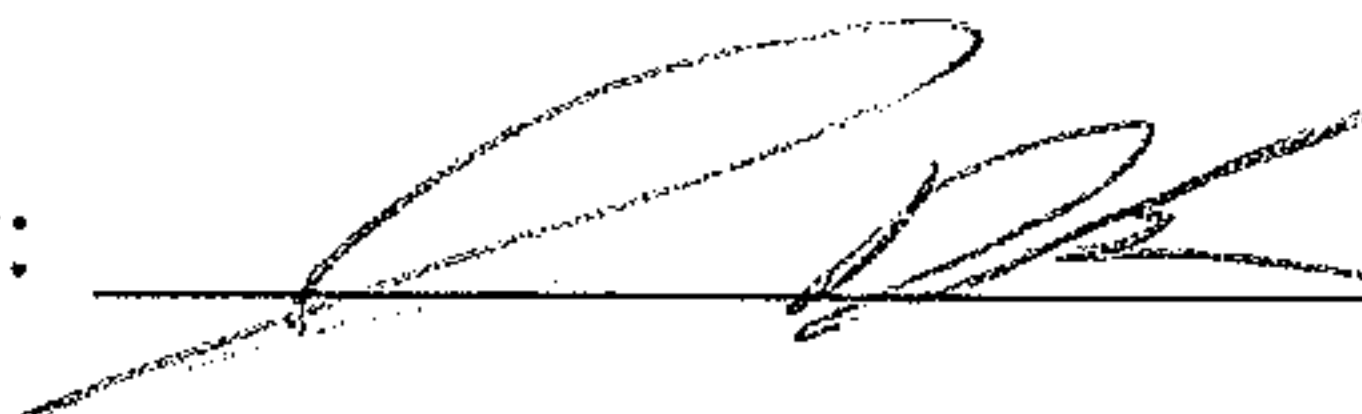


Carla M. Hill  
Notary Public

My Commission Expires: 3/23/19

**BORROWER:**

LAKE WILBORN PARTNERS, LLC,  
An Alabama limited liability company

By: 

Printed Name: J. Daryl Spears

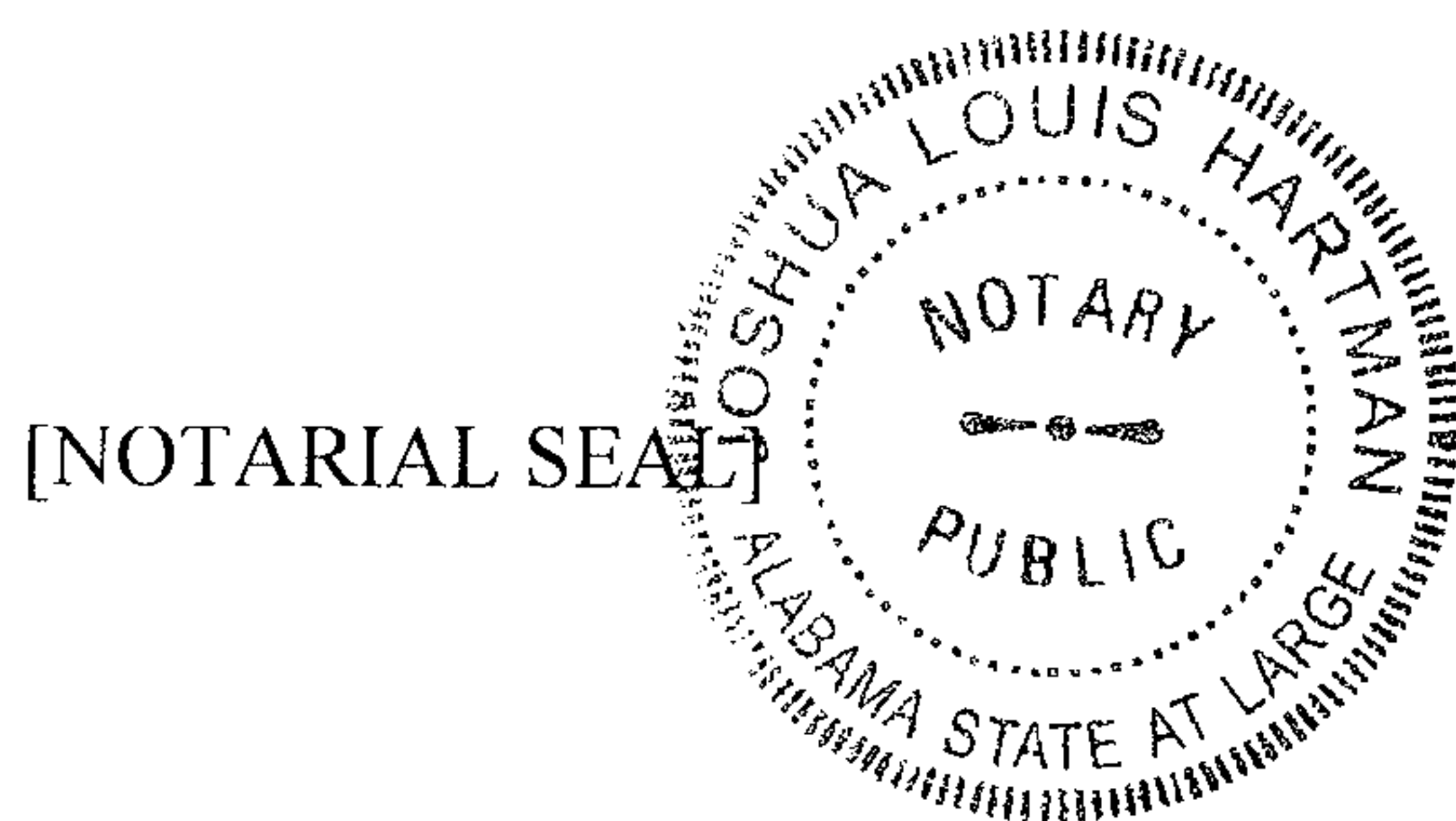
Title: Chief Financial Officer

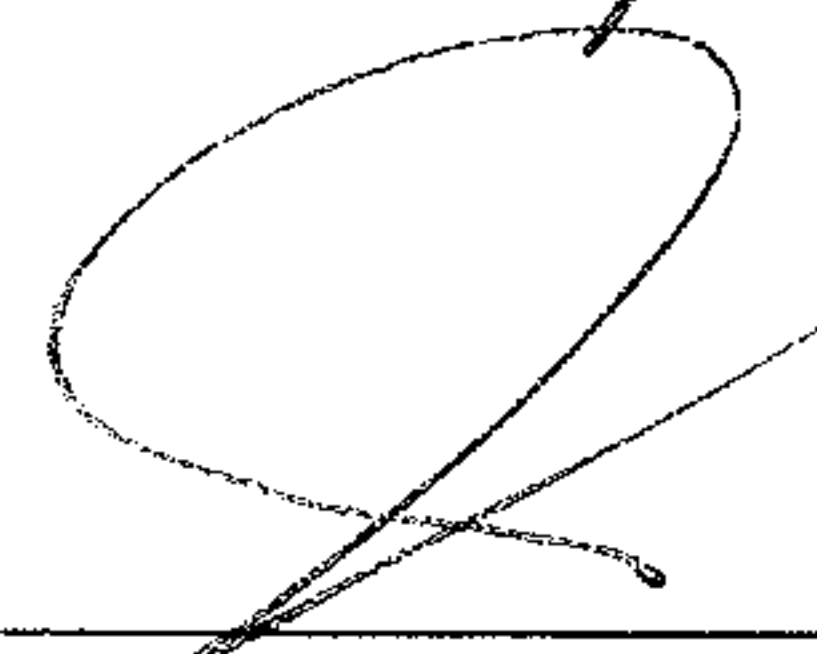
STATE OF ALABAMA

COUNTY OF ALABAMA

I, the undersigned, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as Chief Financial Officer 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, (s)he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 14<sup>th</sup> day of September, 2018





Notary Public

My Commission Expires: 3/19/20



**20180918000334010 09/18/2018 12:03:20 PM MORTAMEN  
5/6**

**EXHIBIT A-1**

**Description of Mortgaged Property (Additional Land)**

Parcel I:

Lot 125, according to the Survey of Lake Wilborn Phase 2B, as recorded in Map Book 49, Page 44, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 127, according to the Survey of Lake Wilborn Phase 2B, as recorded in Map Book 49, Page 44, in the Probate Office of Shelby County, Alabama.

Parcel III:

Lot 142A, according to the Survey of Lake Wilborn Phase 2B, as recorded in Map Book 49, Page 44, in the Probate Office of Shelby County, Alabama.

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**EXHIBIT B-1**

**Permitted Exceptions to Title (Additional Land)**

Subject to:

1. Taxes for the year 2018 and subsequent years, not yet due and payable;
2. Easement(s), building line(s), and restriction(s) as shown on recorded map;
3. Right-of-way granted to Alabama Power Company recorded in Inst. No. 2017-10232 and Inst. No. 2017-40343 and Inst. No. 2017-397480;
4. Restrictions appearing of record in Inst. No. 9863-4186; Inst. No. 2002-4257 and Inst. No. 2016-5874 (Shelby County); Inst. No. 2016-17965 (Jefferson County); Inst. No. 2018-45937 (Jefferson County) and Inst. No. 2018-15451 (Shelby County);
5. Right-of-way granted to Alabama Power Company recorded in Volume 143, Page 353; Volume 239, Page 539; Bessemer Volume 1015, Page 69; Bessemer Volume 1015, Page 72; Bessemer Volume 1015, Page 75; Inst. No. 200013-7924; Volume 730, Page 383 and Real 26, Page 773;
6. Sanitary Sewer pipeline from Auburn University Foundation to Jefferson County as recorded in Inst. No. 9962-1659;
7. Permanent Sanitary Sewer Easement in favor of Jefferson County as recorded in Inst. No. 9863-911;
8. Storm water drainage easement agreement between USX and City of Hoover as recorded in Inst. No. 9961-2379 and Inst. No. 9961-22380;
9. Transmission Line Permit granted to Alabama Power Company as set forth in Deed Book 138, Page 914; Deed Book 138, Page 96 and Deed Book 238, Page 137;
10. Sanitary Sewer Easement in favor of Jefferson County, Alabama referred to as the Fleming Sewer Extension Easement as recorded in LR 200662, Page 25279 in Jefferson County and Inst. No. 20060418000180510 in Shelby County;
11. Restrictions appearing of record in Inst. No. 2017-33399 and Inst. No. 2017094767 and Inst. No. 2017-452070 and Inst. No. 2018-12920;
12. Easement Agreement between US Steel Corporation and P. R. Wilborn, LLC recorded in Inst. No. 201601794 (Jefferson County); Inst. No. 2016-5873 (Shelby County); Inst. No. 2018-45949 (Jefferson County); and Inst. No. 2018-15448 (Shelby County);
13. Right of way to Water Works Board of the City of Birmingham recorded in Inst. No. 2017-338660.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/18/2018 12:03:20 PM  
\$30.00 DEBBIE  
20180918000334010

*Allen S. Bayl*