

20181119000407580
11/19/2018 11:59:39 AM
MORTAMEN 1/11

This instrument Prepared By:

Rev. 11-15-18

Randolph H. Lanier
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 36203
(205) 251-8100

INDEX:

Original Mortgagor (Borrower): Lake Wilborn Partners, LLC
Mortgagee: Trustmark National Bank

Additional Mortgagors (Borrowers) being added:

SB Holding Corp.
SB Dev. Corp.
Brock Point Partners, LLC.
Blackridge Partners, LLC

STATE OF ALABAMA

COUNTY OF SHELBY

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

This Amendment made effective as of November 7, 2018, between **TRUSTMARK NATIONAL BANK**, a national banking association (the “**Lender**”), and **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company (“Lake Wilborn”), *and with the addition of* **SB HOLDING CORP.**, an Alabama corporation (SB Holding), **SB DEV. CORP.**, an Alabama corporation (SB Dev), **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company (“Brock Point”), **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company (“Blackridge”) (Lake Wilborn, SB Dev, Brock Point and Blackridge are individually and collectively referred to herein as “**Borrower**”).

All recording taxes have been paid on the Mortgage and amendments thereto recorded at Instruments Nos. 20180713000250000, 20180814000290740, 20180906000320370 and 20180918000334010 securing the principal amount of \$10,000,000.00. Recording taxes on the additional \$9,000,000.00 being secured hereby are being paid with the recording of this Amendment.

The Mortgage amended hereby also is given as ADDITIONAL SECURITY for indebtedness secured by that certain mortgage recorded as Instrument No. 20180831000315070 in the Probate Office of Shelby County, Alabama, as amended contemporaneously herewith (See Paragraph 7 hereof), upon which all recording taxes have been paid.

WHEREAS, in with a line of credit loan (the “**Loan**”) from Lender to Lake Wilborn (“**Original Borrower**”) in the original principal amount of \$10,000,000.00, and to secure a Development Master Revolving Credit Promissory Note dated June 8, 2018 in the original principal amount of \$10,000,000 (the “**Original Note**”), Original Borrower executed and delivered to Lender that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated June 8, 2018, recorded as Instrument No. 20180713000250000 in the Probate Office of Shelby County, Alabama, as amended by Amendments recorded at Instrument Nos. 20180814000290740, 20180906000320370 and 20180918000334010 in said Probate Office (collectively, as amended and as may otherwise have been amended, the “**Mortgage**”); and

WHEREAS, the Original Note has been amended, restated and consolidated with indebtedness owed to Lender by SB Dev, Brock Point and Blackridge, and the principal amount of the Original Note has been increased by an additional \$9,000,000.00 to \$19,000,000.00, all pursuant to an Amended, Restated and Consolidated Line of Credit Promissory Note (Revolving) dated contemporaneously from Borrower; 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. The principal indebtedness secured by the Mortgage is increased by an additional \$9,000,000.00 to \$19,000,000.00. All references in the Mortgage to the amount of \$10,000,000.00 (however written) shall hereafter mean “\$19,000,000.00”.
2. All references in the Mortgage to the Development Master Note hereafter shall mean such note, as amended, restated and consolidated pursuant to the Amended, Restated and Consolidated Line of Credit Promissory Note (Revolving) in the principal amount of \$19,000,000.00 dated contemporaneously herewith. The Mortgage, as amended hereby, shall secure said Amended, Restated and Consolidated Line of Credit Promissory Note (Revolving).
3. SB Holding, SB Dev., Brock Point and Blackridge are added as mortgagors/borrowers to the same extent as if they were an original “Borrower” under the Mortgage.
4. All references in the Mortgage to the “Development Line Agreement” hereafter shall refer to the Amended and Restated Master Loan Agreement dated contemporaneously herewith between Borrower and Lender. All references in the Mortgage to the “Loan” hereafter shall mean the Loan pursuant to the Amended and Restated Master Loan Agreement dated contemporaneously herewith between Borrower and Lender.
5. **Exhibit A** to the Mortgage is amended to add the parcels of real property described on **Exhibit A-4** 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, as amended hereby, and under the same terms, conditions, warranties and representations as set forth in the Mortgage, as amended hereby, all of which are hereby adopted by reference.

6. Borrower hereby warrants that, subject to Permitted Exceptions to Title, 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.
7. The Mortgage also shall be **ADDITIONAL SECURITY** for that certain Development Master Revolving Credit Promissory Note in the principal amount of \$3,518,421.00 dated August 31, 2018 from Blackridge to Lender, as amended and restated by that certain Amended and Restated Line of Credit Promissory Note (Non-Revolving) in the principal amount of \$3,518,421.00 dated contemporaneously herewith from Borrower to Lender, as secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) in the principal amount of \$3,518,421.00 from Blackridge to Lender dated August 31, 2018, and recorded as Instrument No. 20180831000315070 in the Probate Office of Shelby County, Alabama, as previously amended, and as amended contemporaneously herewith by Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) between Borrower and Lender recorded or to be recorded in said Probate Office.
8. References in the Mortgage or herein to matters shown on "Exhibit B" or "Permitted Exceptions to Title" hereafter shall mean such exceptions to title as may be set forth in one or title commitments related to the Loan and describing the real property encumbered by the Mortgage from time to time, and which have been received and approved by Lender prior to the date such property became encumbered by the Mortgage.
9. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.
10. 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.

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

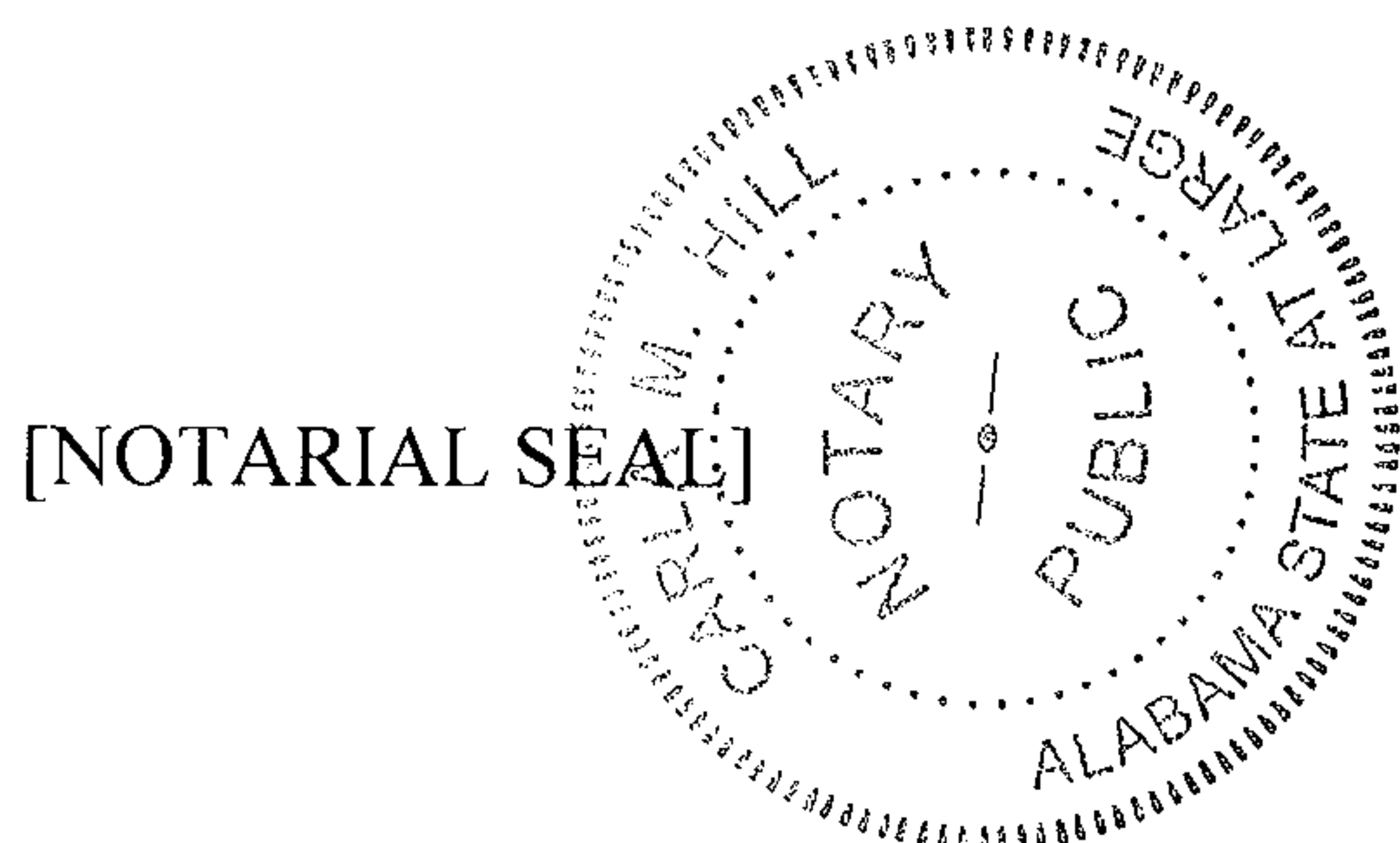
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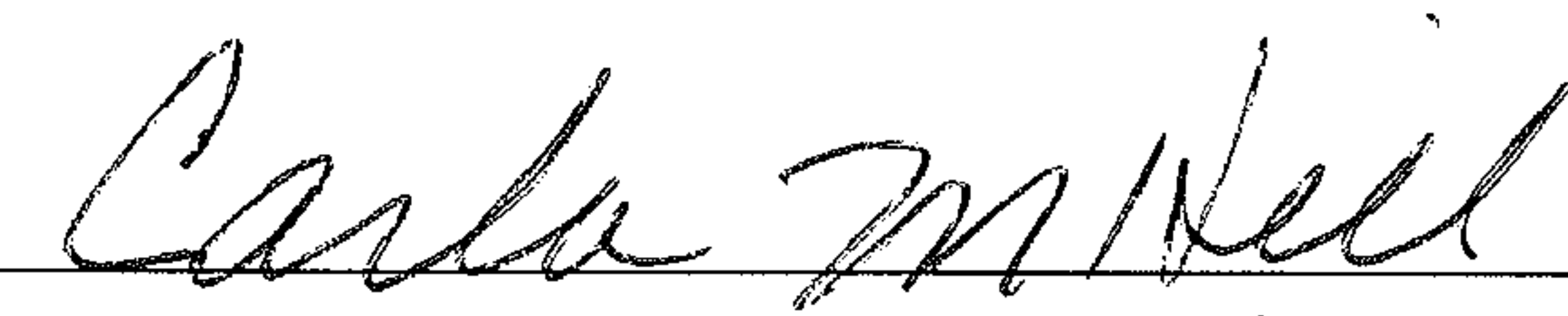
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Carla M. Hill, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Senior VP 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.

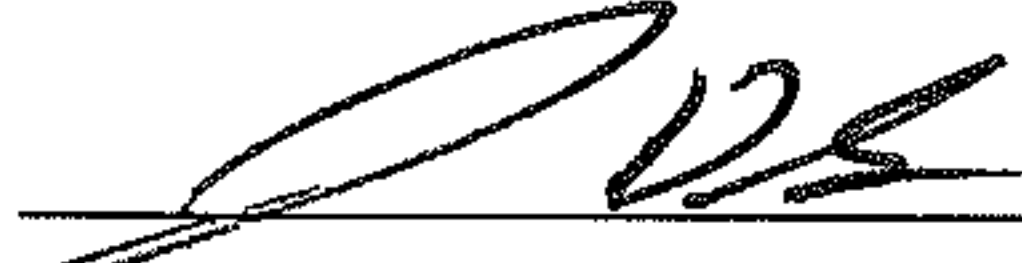
Given under my hand and official seal this 16 day of November, 2018.




Notary Public
My Commission Expires: 3/23/19

BORROWER:

LAKE WILBORN PARTNERS, LLC,
an Alabama limited liability company

By: 
Printed Name: Daryl Spears
Title: CFO

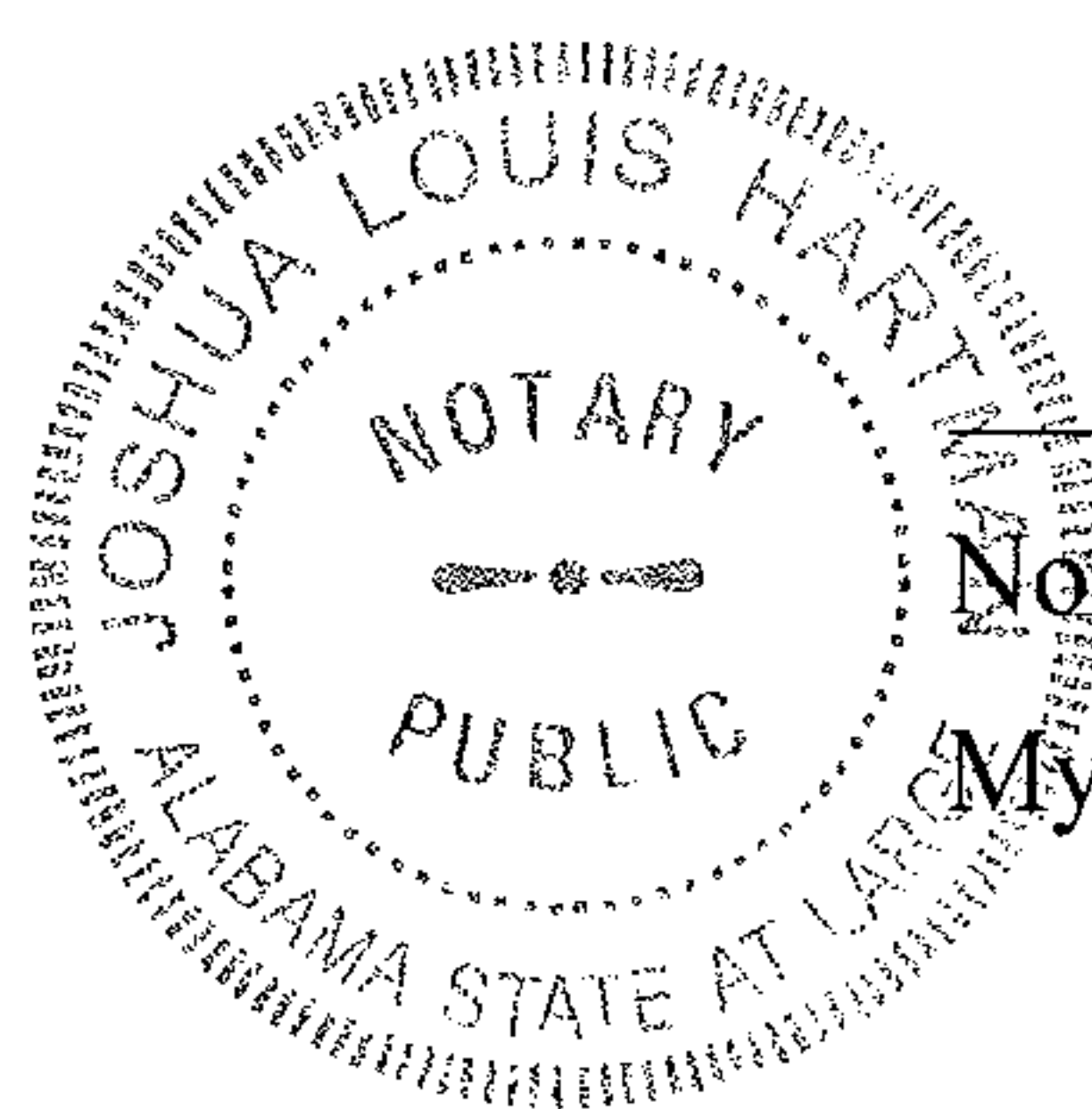
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO 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 limited liability company.

Given under my hand and official seal this 7th day of November, 2018.

[NOTARIAL SEAL]

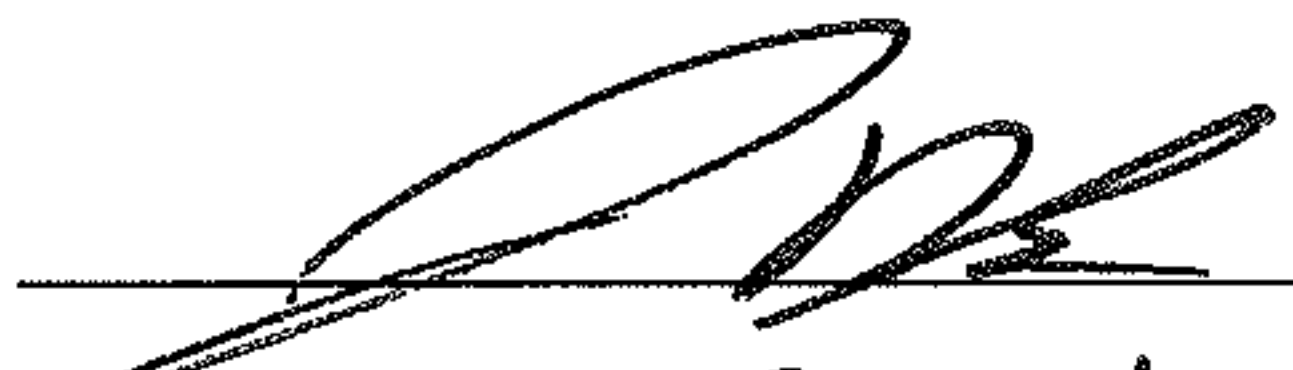



Notary Public

My Commission Expires: 3/19/20

BORROWER:

SB HOLDING CORP.,
an Alabama corporation

By: 
Printed Name: Daryl Spears
Title: CFO

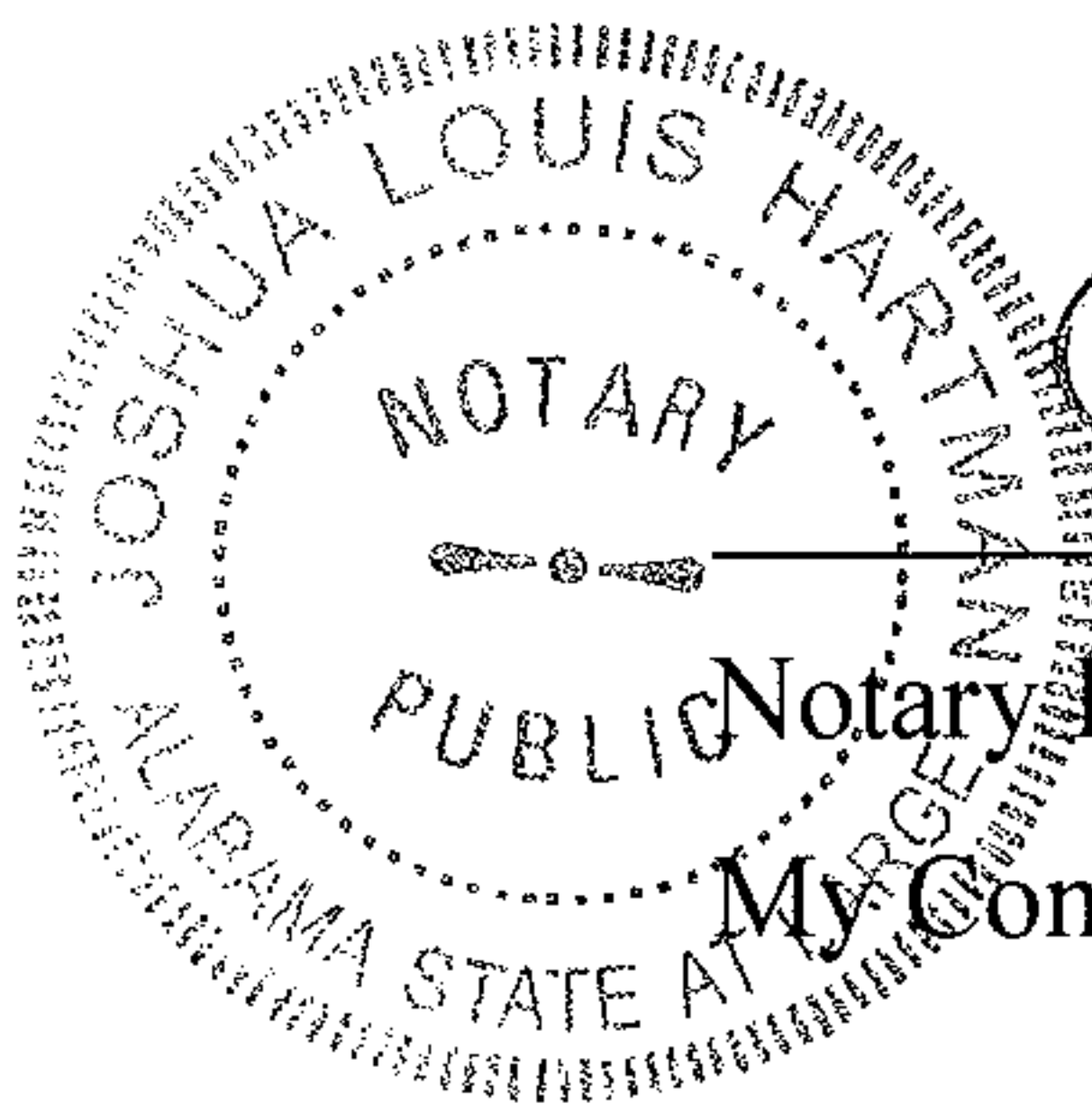
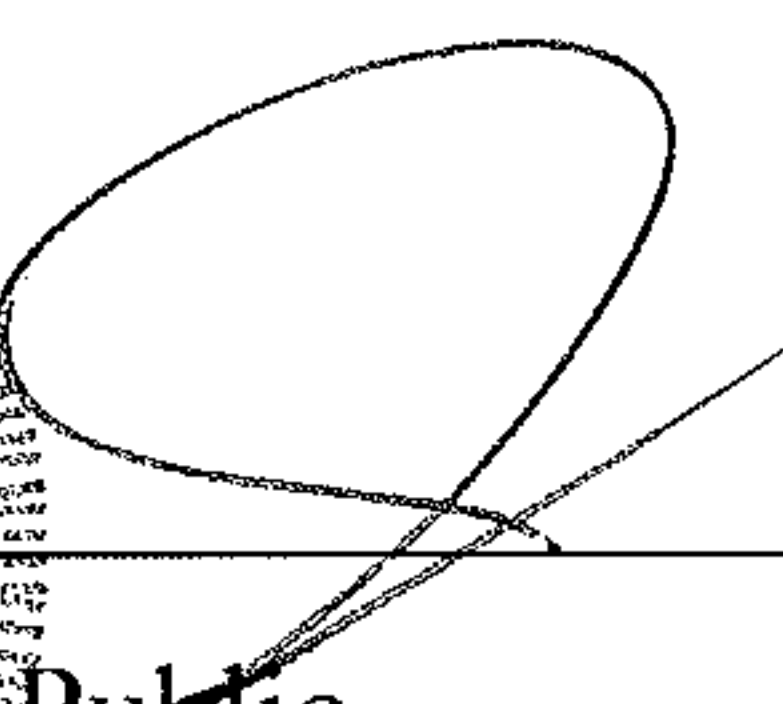
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO 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, (s)he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand and official seal this 7th day of November, 2018.

[NOTARIAL SEAL]



Notary Public
My Commission Expires: 3/19/20

BORROWER:

SB DEV. CORP.,
an Alabama corporation

By: 
Printed Name: Daryl Spears
Title: CFO

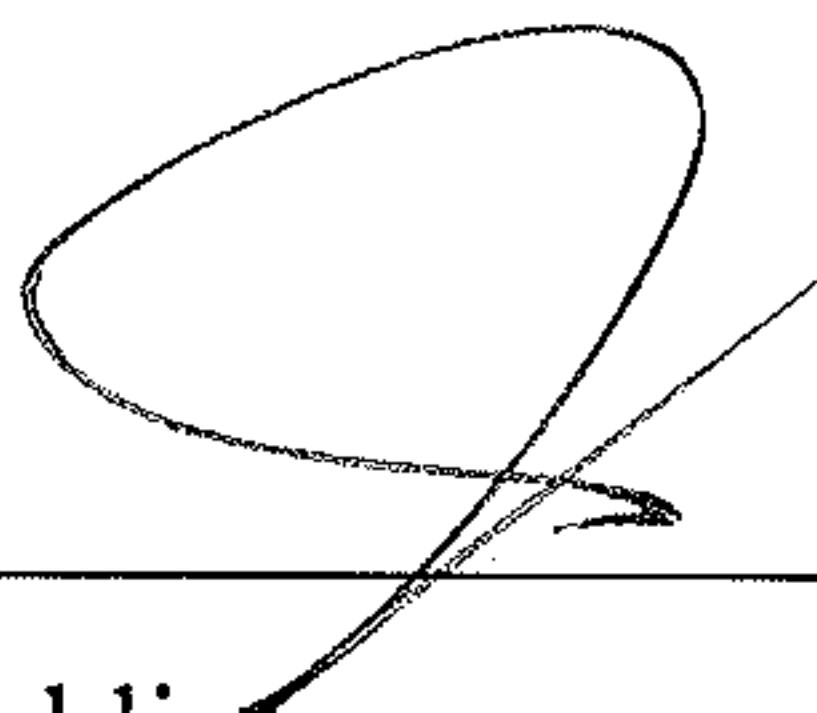
STATE OF ALABAMA

COUNTY OF JEFFERSON

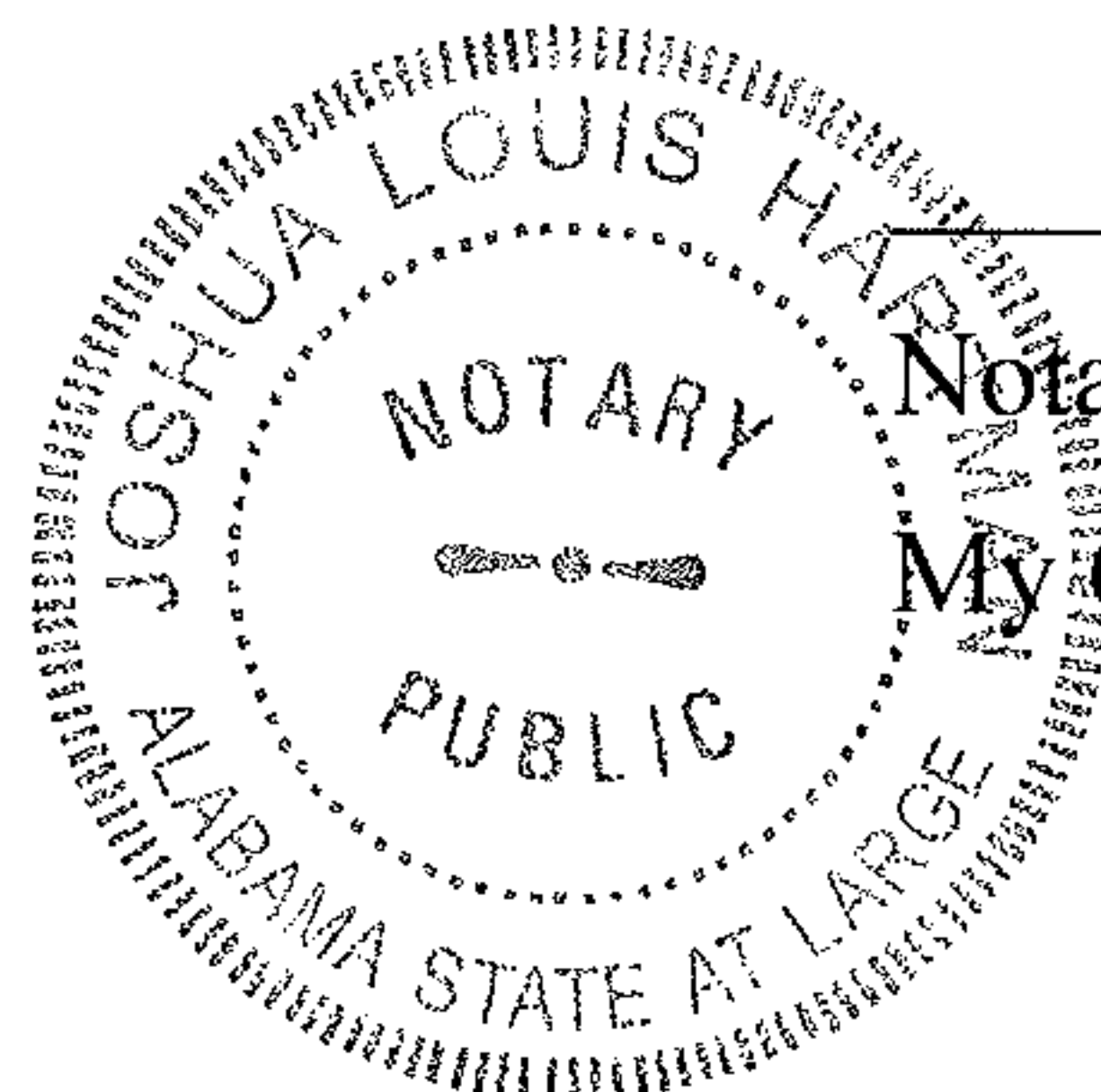
I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO of **SB DEV. CORP.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, (s)he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 7th day of November, 2018.

[NOTARIAL SEAL]



Notary Public
My Commission Expires: 3/19/20



BORROWER:

BROCK POINT PARTNERS, LLC,
an Alabama limited liability company

By: _____

Printed Name: _____

Title: _____

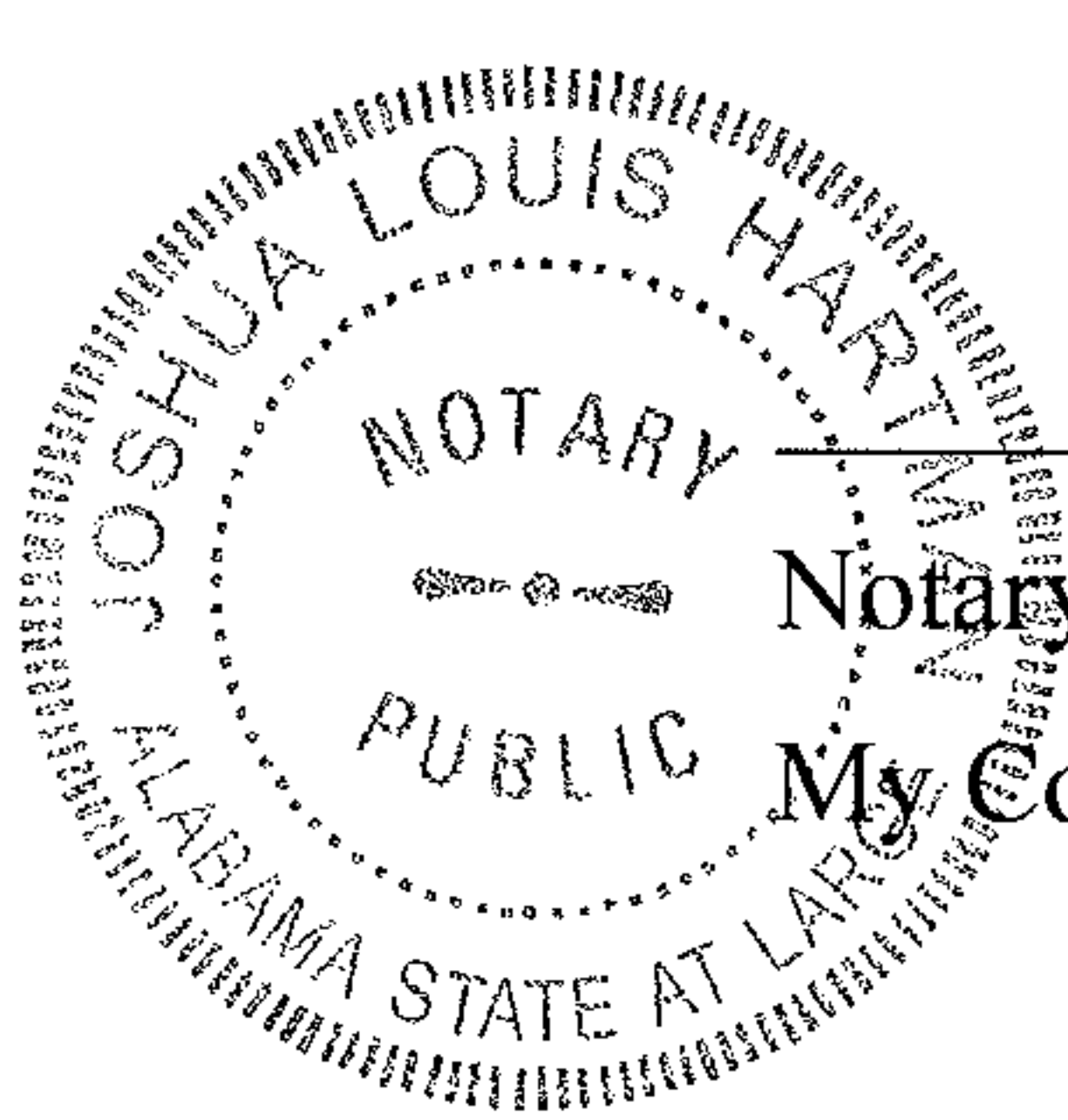
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO 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, (s)he, in such capacity, 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 7th day of November, 2018.

[NOTARIAL SEAL]




Notary Public

My Commission Expires: 3/19/20

BORROWER:

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By: 
Printed Name: Daryl Spears
Title: CFO

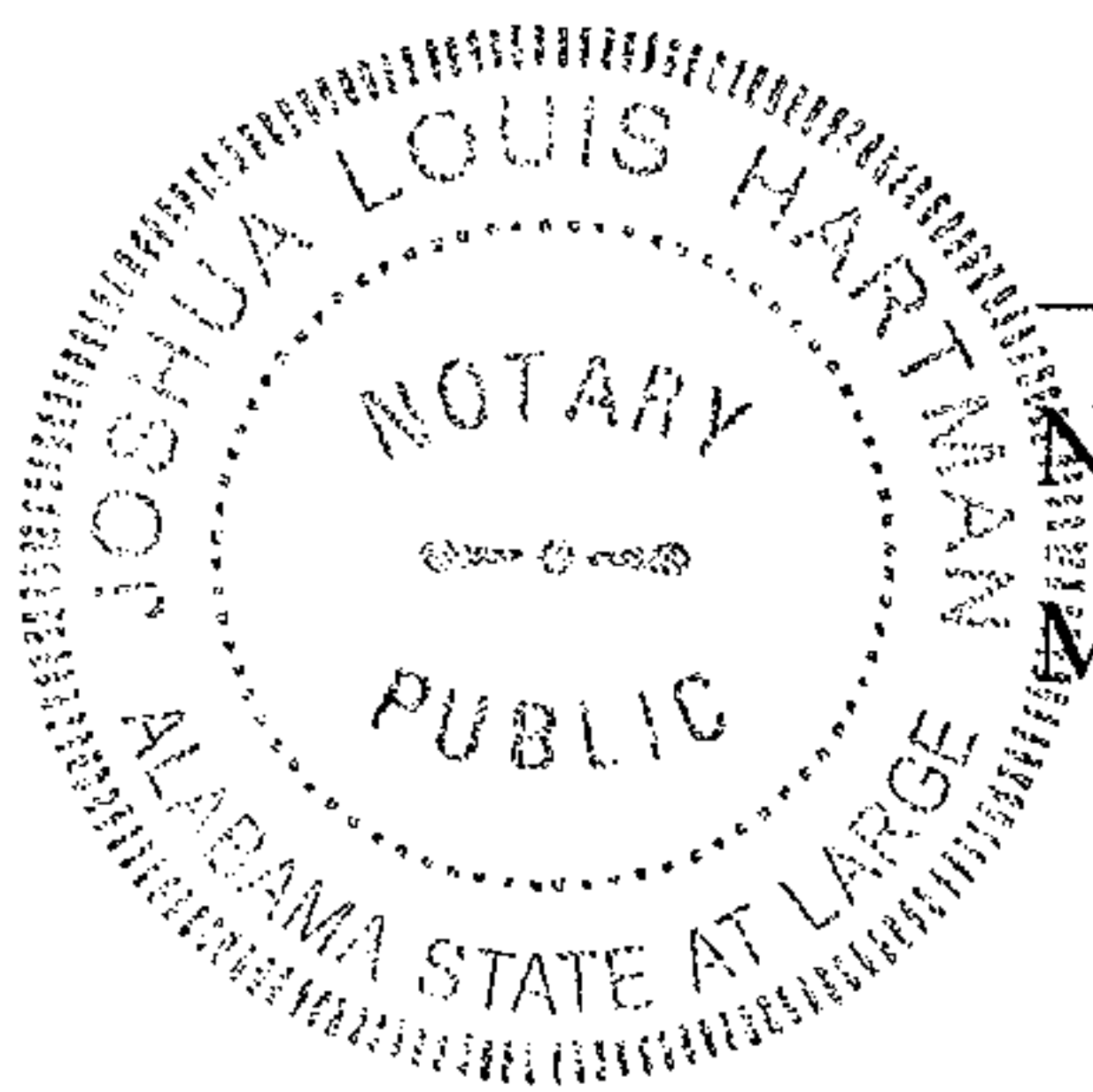
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby
certify that J. Daryl Spears, whose name as CFO 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, (s)he, in such capacity, 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 7th day of November, 2018.

[NOTARIAL SEAL]




Notary Public

My Commission Expires: 3/19/20

EXHIBIT A

Lots 31, 33, 57 & 66 according to the Final Plat of the Subdivision of Brock Point Phase 2A, as recorded in Map Book 48, Page 70, in the Probate records of Shelby County, Alabama.

Lots 113, 164 & 180, 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.

Lots 125, 127, 135, 142A, 182, 185, 186, 187 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.

Lots 144, 148, 151, 152 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.

EXHIBIT A-4

Description of Mortgaged Property B Additional Land

Lots 121, 123, 136, 183, and 188 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.

Lots 145 and 150 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.

Lot 1026, according to the Survey of Blackridge Phase 1A, as recorded in Map Book 48, Page 83 A and B, in the Probate Office of Shelby County, Alabama.

Lots 1099, 1100 and 1104 according to the Final Plat of the Subdivision of Blackridge Phase 1C, as recorded in Map Book 49, Page 62 A and B, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/19/2018 11:59:39 AM
\$13551.00 CHARITY
20181119000407580

Allen S. Bayl