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NOTE TO PROBATE COURT: This Amendment to Mortgage is being filed to add additional collateral for the indebtedness secured by the Mortgage recorded in the Offices of the Judge of Probate of Baldwin, Mobile, Jefferson, Madison, Shelby, Limestone and St. Clair Counties Alabama, as amended. No tax is due.

STATE OF ALABAMA
COUNTY OF SHELBY

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AMENDMENT TO MORTGAGE (the "Amendment") is dated the 30th day of November, 2018 and is entered into by and among **ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida corporation, ADAMS HOMES L.L.C., an Alabama limited liability company, and ADAMS HOMES AEC, LLC, a South Carolina limited liability company** (hereinafter collectively called "Mortgagor") whose address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563, and **REGIONS BANK** (hereinafter called "Mortgagee") whose address is 1042 Main St., Second Floor, Dunedin, Florida 34698.

RECITALS

A. The Mortgagor is indebted to the Mortgagee in the original principal amount of up to SIXTY MILLION AND NO/100ths DOLLARS ($60,000,000.00) as evidenced by that certain Third Amended and Restated Revolving Promissory Note Including Future Advance dated October 2, 2017 (the "Note") executed by the Mortgagor in favor of the Mortgagee.

B. The indebtedness evidenced by the Note is secured by, among other things, a Mortgage and Security Agreement (the "Original Mortgage") dated July 30, 2013 and recorded in Instrument No. 1414650, of the records maintained in the Office of the Judge of Probate of Baldwin County, recorded in Book LR201462, Page 8722, of the records maintained in the Office of the Judge of Probate of Jefferson County, recorded in Real Property Book 7063, Page 269, of the records maintained in the Office of the Judge of Probate of Mobile County, recorded in Instrument No. 20130812000531770 of the records maintained in the Office of the Judge of Probate of Madison County, recorded in Instrument No. 20130814000331680, of the records maintained in the Office of the Judge of Probate of Shelby County, Alabama; all of which have been amended and modified by Amendment to Mortgage and Security Agreement dated October 22, 2014, (the "Amended Mortgage") and recorded in Instrument No. 1490096, of the records maintained in the Office of the Judge of Probate of Baldwin County, recorded in Book LR201419, Page 5071, of the records maintained in the Office of the Judge of Probate of Jefferson County, recorded in Real Property Book 7215, Page 86, of the records maintained in

the Office of the Judge of Probate of Mobile County, recorded in Instrument No. 20141218000665460 of the records maintained in the Office of the Judge of Probate of Madison County, recorded in Instrument No. 20141222000401730, of the records maintained in the Office of the Judge of Probate of Shelby County, Alabama; and all of the foregoing have been further amended by Second Amendment to Mortgage and Security Agreement and Notice of Future Advance (the "Second Amended Mortgage") and recorded in Instrument No. 1573915, of the records maintained in the Office of the Judge of Probate of Baldwin County, recorded in Book Instrument No. 2016059989, of the records maintained in the Office of the Judge of Probate of Jefferson County, recorded in Real Property Book 7390, Page 822, of the records maintained in the Office of the Judge of Probate of Mobile County, recorded in Instrument No. 20160614000326400, of the records maintained in the Office of the Judge of Probate of Madison County, recorded in Instrument No. 20160614000205630, of the records maintained in the Office of the Judge of Probate of Shelby County, Alabama; together with a Mortgage and Security Agreement dated April 18, 2017, (the "New Counties Mortgage"), securing the then exisiting Note, recorded in Book 2017, Page 22742, of the records maintained in the Office of the Judge of Probate of Limestone County and recorded in Book 2017, Page 14174, of the records maintained in the Office of the Judge of Probate of St. Clair County and all of the foregoing have been further amended by the Third Amendment to Mortgage and Security Agreement and Notice of Future Advance dated October 2, 2017, (the "Third Amended Mortgage") recorded in Instrument No. 1661293, of the records maintained in the Office of the Judge of Probate of Baldwin County, recorded in Instrument No. 2017110279, of the records maintained in the Office of the Judge of Probate of Jefferson County, recorded in Real Property Book 7574, Page 1211, of the records maintained in the Office of the Judge of Probate of Mobile County, recorded in Instrument No. 2017-00593543, of the records maintained in the Office of the Judge of Probate of Madison County, recorded in Instrument No. 20171024000385620, of the records maintained in the Office of the Judge of Probate of Shelby County, recorded in Book 2017, Page 60845, of the records maintained in the Office of the Judge of Probate of Limestone County and recorded in Book 2017, Page 36950, of the records maintained in the Office of the Judge of Probate of St. Clair County, Alabama; (the Original Mortgage, Amended Mortgage, Second Amended Mortgage, New Counties Mortgage and the Third Amended Mortgage, collectively the "Mortgage")

C. In connection with the release of certain collateral from the Mortgage the Lender has requested additional collateral be provided as security for the indebtedness evidenced by the Note.

D. The Mortgagor has agreed to provide Mortgagee with such additional collateral.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and to secure the prompt payment of all amounts due under the Note, the Mortgage and this Amendment, and also to secure the full and complete performance of each and every obligation, covenant, duty and agreement of the Mortgagor to the Mortgagee contained in this Amendment or any other document or instrument executed by Mortgagor in connection with the loan evidenced by the Note, the Mortgagor and the Mortgagee hereby agree, and the

20181217000439140 2/7 $38.00
Shelby Cnty Judge of Probate, AL
12/17/2018 11:16:50 AM FILED/CERT

Mortgage is hereby amended, as follows:

1. Rules of Construction. For purposes of this Amendment, the rules of construction shall be the same as set forth in the Mortgage.

2. Amendments.

(a) The definition of "Real Estate" contained in the Mortgage is hereby amended to include the real property located in Shelby County, Alabama and more particularly described as:

See attached Exhibit "A"

(b) The Mortgagor, as security for the payment and/or performance of all obligations, debts, and liabilities, plus interest thereon, evidenced by the Note, as the same may be amended, modified, restated, or extended, does hereby **GRANT, BARGAIN, SELL , MORTGAGE, ASSIGN AND CONVEY** to the Mortgagee, its successors and assigns, the Real Estate, as amended hereby.

TO HAVE AND TO HOLD the Real Estate, together with all the rights, privileged and appurtenances thereunto belonging, unto the Mortgagee, its successors and assigns, forever.

3. Definitions.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Mortgage.

(b) All references in the Mortgage and this Amendment to "the Mortgage" shall refer to the Mortgage as previously amended or as amended hereby.

4. Reaffirmance of Representations and Warranties. The Mortgagor hereby represents and warrants that (i) all of the representations and warranties set out in the Mortgage and the Loan Agreement are true and correct as of the date hereof, (ii) the Mortgagor is in compliance with all the terms and provisions set forth in the Mortgage and Loan Agreement on its part to be observed and performed, and (iii) no Event of Default, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing.

5. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms, subject to any prior amendments or partial releases of collateral.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

20181217000439140 3/7 $38.00
Shelby Cnty Judge of Probate, AL
12/17/2018 11:16:50 AM FILED/CERT

7. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

8. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Mortgagee to effectuate the provisions hereof.

Bank has this date advanced a material amount of the loan under the terms of the Note such amount not less than One Thousand and 00/100's Dollars ($1,000.00) per Lot described on Exhibit "A".

IN WITNESS WHEREOF, the Mortgagor has executed this instrument on the date set forth above.

MORTGAGOR:

ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida corporation

By: _____
Glenn H. Schneiter
As its: Assistant Controller

ADAMS HOMES, L.L.C., an Alabama limited liability company

By: _____
Glenn H. Schneiter
As its: Assistant Controller

ADAMS HOMES AEC, LLC, a South Carolina limited liability company

By: _____
Glenn H. Schneiter
As its: Assistant Controller

20181217000439140 4/7 $38.00
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ACKNOWLEDGMENT

STATE OF FLORIDA}
COUNTY OF ESCAMBIA }

I, the undersigned Notary Public in and for said County and State, hereby certify that Glenn H. Schneiter, whose name as Assistant Controller of Adams Homes of Northwest Florida, Inc., a Florida 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 the instrument, he, as such Assistant Controller and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 30th day of November, 2018.

(AFFIX SEAL)

Mary C Hart
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MARY C. HART
Notary Public, State of Florida
My Comm. Expires June 18, 2021
Commission No. GG115571

STATE OF FLORIDA}
COUNTY OF ESCAMBIA }

I, the undersigned Notary Public in and for said County and State, hereby certify that Glenn H. Schneiter, whose name as Assistant Controller of Adams Homes, L.L.C., 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 the instrument, he, as such Assistant Controller and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 30th day of November, 2018.

(AFFIX SEAL)

Mary C Hart
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MARY C. HART
Notary Public, State of Florida
My Comm. Expires June 18, 2021
Commission No. GG115571

STATE OF FLORIDA}
COUNTY OF ESCAMBIA }

I, the undersigned Notary Public in and for said County and State, hereby certify that Glenn H. Schneiter, whose name as Assistant Controller, whose name as of Adams Homes AEC, LLC, a South Carolina 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 the instrument, he, as such Assistant Controller and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand this the 30th day of November, 2018.

(AFFIX SEAL)

Mary C Hart
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MARY C. HART
Notary Public, State of Florida
My Comm. Expires June 18, 2021
Commission No. GG115571

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CONSENT TO AMENDMENT
REGIONS BANK

BY: Katherine N Patterson
Katherine N. Patterson
As its: Vice President

STATE OF FLORIDA}
COUNTY OF ESCAMBIA }

I, the undersigned Notary Public in and for said County and State, hereby certify that Katherine N. Patterson, whose name as Vice-President, 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 the instrument, she, as such Vice-President and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand this the 3rd day of ~~November~~ Dec, 2018.

(AFFIX SEAL)

NOTARY PUBLIC Nancy E. Leonard
My Commission Number: GG 253737
My Commission Expires: 11-14-2022

NANCY E. LEONARD
MY COMMISSION # GG 253737
EXPIRES: November 14, 2022

This instrument was prepared by
James F. Watkins
Maynard Cooper & Gale PC
11 North Water Street, Suite 27000
Mobile, Alabama 36602
(251) 405-1300

20181217000439140 6/7 $38.00
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12/17/2018 11:16:50 AM FILED/CERT

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Exhibit "A"

Lot 154, Old Ivy Subdivision Phase I, (being a resurvey of portions of Lots 22-32 Tract Fifty One Subdivision, Parcel "B", as recorded in Map Book 11, Page 26,) as recorded in Map Book 35, Page 43-A and 43B, as amended in Map Book 36, Page 5A and 5B, as recorded in Document No. 20051026000557920, in the Office of the Judge of Probate of Shelby County, Alabama.

20181217000439140 7/7 $38.00
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