

NOTE TO RECORDER: THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE BELOW-DESCRIBED MORTGAGE IS \$30,000,000.00. MORTGAGE TAX IN THE AMOUNT OF \$10,500.00 WAS PAID UPON RECORDING OF CONSTRUCTION MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED JANUARY 18, 2012, RECORDED IN BOOK LR201104, PAGE 17887 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA. MORTGAGE TAX IN THE AMOUNT OF \$4,500.00 WAS PAID IN CONJUNCTION WITH THE LOAN INCREASE EVIDENCED BY THE MORTGAGE MODIFICATION AGREEMENT DATED NOVEMBER 16, 2012, RECORDED IN BOOK LR201219, PAGE 9835 IN SAID RECORDING OFFICE. MORTGAGE TAX IN THE AMOUNT OF \$5,250.00 WAS PAID IN CONJUNCTION WITH THE LOAN INCREASE EVIDENCED BY THE SECOND MORTGAGE MODIFICATION AGREEMENT DATED APRIL 26, 2013, RECORDED IN BOOK LR201313, PAGE 13205 IN SAID RECORDING OFFICE. MORTGAGE TAX IN THE AMOUNT OF \$9,750.00 WAS PAID IN CONJUNCTION WITH THE LOAN INCREASE EVIDENCED BY THE THIRD MORTGAGE MODIFICATION AGREEMENT DATED JANUARY 29, 2015, RECORDED IN BOOK LR201510, PAGE 23444 IN SAID RECORDING OFFICE. MORTGAGE TAX IN THE AMOUNT OF \$15,000.00 WAS PAID IN CONJUNCTION WITH THE LOAN INCREASE EVIDENCED BY THE FIFTH MORTGAGE MODIFICATION AGREEMENT DATED DECEMBER 28, 2017, RECORDED JANUARY 2, 2018 AS INSTRUMENT NO. 2018000332 IN SAID RECORDING OFFICE. THERE IS NO INCREASE IN THE INDEBTEDNESS SECURED BY THE MORTGAGE OR ANY MODIFICATION TO THE MATURITY DATE THEREOF IN CONJUNCTION WITH FILING THIS SUPPLEMENT AND NO RECORDING TAX IS DUE.

Loan No. 1004231

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

After Recording, Return To: Wells Fargo Bank, National Association, 5400 LBJ Freeway, 10th 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 December 14, 2018, by and among NSH CORP., an Alabama corporation ("NSH"), SB DEV. CORP., an Alabama corporation ("SBDC"), STOCKTON PARTNERS, LLC, an Alabama limited liability company ("Stockton"), LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company ("Lake Wilborn") and BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company ("Blackridge Partners", together with NSH, SBDC, Stockton and 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 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") and MCDANIEL FARMS PARTNERS, LLC, a Tennessee limited liability company ("McDaniel Farms", together with Mortgagor, NSH Nashville, Brenley Crossing and Jackson Hills, 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 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 Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 26, 2011 from NSH in favor of Lender, recorded in Book LR201104, Page 17887 in the Office of the Judge of Probate of Jefferson County, Alabama (the "Recording Office"), as amended by Mortgage Modification Agreement dated November 16, 2012 between NSH and Lender and recorded in Book LR201219, Page 9835 in the Recording Office, as amended by Second Mortgage Modification dated April 26, 2013 between NSH and Lender and recorded in Book LR201313, Page 13205 in the Recording Office, as amended by Third Mortgage Modification dated January 28, 2015 between NSH and Lender and recorded in Book LR201510, Page 23444 in the Recording Office, as amended by Fourth Mortgage Modification dated July 5, 2016 and recorded as Instrument No. 2016076494 in the Recording Office, as amended by Fifth Mortgage Modification dated December 31, 2017 and recorded as Instrument No. 2018000332 in the Recording Office, as amended by Sixth Mortgage Modification dated May 3, 2018 and recorded as Instrument No. 2018044948 in the Recording Office (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.

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 Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties have executed this Supplement as of the date appearing on the first page of this Supplement.

MORTGAGOR:

SB DEV. CORP.,
 an Alabama corporation

By: 

Print Name: J. Daryl Spears

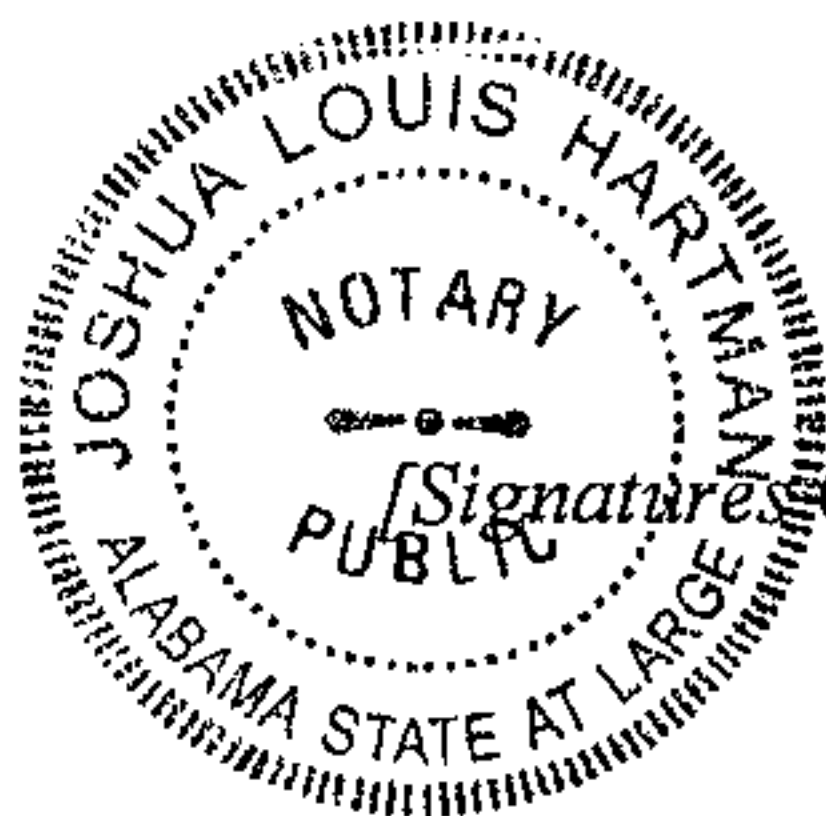
Its: Chief Financial Officer

STATE OF ALABAMA §
 COUNTY OF JEFFERSON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that 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, 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 the 14th day of December, 2018.

[S E A L]




 Notary Public

My Commission Expires: 3/19/20

[Signatures Continued on Next Page]

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Shelby Cnty Judge of Probate, AL
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BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By: [Signature]
Print Name: J. Daryl Spears
Its: Chief Financial 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 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, 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 14th day of December, 2018

[S E A L]



[Signature]
Notary Public
My Commission Expires: 3/19/20

[Signatures Continued on Next Page]

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Shelby Cnty Judge of Probate, AL
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The undersigned hereby consents to the Supplement.

LENDER:

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

BY: Cindy B. Brewer

Print Name: Cindy B. Brewer, Assistant Vice President

Its _____

STATE OF N. CAROLINA)

COUNTY OF FORSYTH)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certifies that CINDY B. BREWER, whose name as AVP. 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 26th day of November 2018.

Shobha Patel

Notary Public

Print Name: SHOBHA PATEL

My commission expires: 02/08/22

[NOTARY SEAL]

Shobha Patel
NOTARY PUBLIC
Forsyth County, NC
My Comm. Expires Feb. 08, 2022

[End of Signatures]

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20181217000439460 7/7 \$40.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT A

(BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company)

Lot 1135, 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
12/17/2018 01:12:56 PM
\$40.00 CHARITY
20181217000439460

Allen S. Beal