

NOTE TO RECORDING OFFICE:

THIS AMENDMENT TO MASTER MORTGAGE
DOES NOT CHANGE THE AMOUNT OF
INDEBTEDNESS SECURED BY THE MASTER
MORTGAGE

THIS AMENDMENT TO MASTER MORTGAGE
DOES NOT CHANGE THE MATURITY DATE
OF THE MORTGAGE

STATE OF ALABAMA
COUNTY OF JEFFERSON
COUNTY OF SHELBY

SECOND AMENDMENT TO MASTER MORTGAGE

This Amendment dated January 16, 2019 (the "Amendment") is entered into between and among **NSH CORP.**, an Alabama corporation ("NSH"), **SB HOLDING CORP.**, an Alabama corporation ("SB Holding"), **SB DEV. CORP.**, an Alabama corporation ("SB Dev."), **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company ("Lake Wilborn"), **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company ("Brock"), and **FLEMMING PARTNERS, LLC**, an Alabama limited liability company ("Flemming"), and **VALLEY NATIONAL BANK** (successor in interest to USAMERIBANK, formerly known as ALIANT BANK) (hereinafter "Mortgagee").

RECITALS

A. This Amendment amends that certain Master Mortgage, as last amended (hereinafter along with all amendments thereto referred to as the "Mortgage") [All capitalized terms used herein shall have the meaning ascribed to them in the Mortgage unless otherwise defined herein], between and among NSH, SB Holding, SB Dev., Lake Wilborn, and Brock and Mortgagee. [NSH, SB Holding, SB Dev., Lake Wilborn, Brock, and Flemming are hereinafter jointly, severally, and collectively referred to as the "Mortgagor."]

B. The initial Mortgage was recorded on December 22, 2015, as Instrument No. 201512300124097 in the Office of the Judge of Probate of Jefferson County, Alabama, and on December 23, 2015 as Instrument No. 20151223000436940 in the Office of the Judge of Probate of Shelby County, Alabama.

C. The Mortgage states that the NSH, SB Holding, and SB Dev. are indebted to the Mortgagee in the aggregate principal sum of \$20,000,00.00.

D. Upon the recordation of the Mortgage, the mortgage tax pertaining to the aforementioned indebtedness was paid in full.

E. This Amendment will not change the maturity date of the Mortgage.

F. As provided in the Mortgage, NSH, SB Holding, and SB Dev. executed in favor of the Mortgagee a Master Revolving Line of Credit Promissory Note in the amount of \$13,000,000.00 (the "\$13,000,000.00 Note"), a Master Revolving Line of Credit Promissory Note in the amount of \$4,500,000.00 (the "\$4,500,000.00 Note"), and a Master Revolving Line of Credit Promissory Note in the amount of \$2,500,000.00 (the "\$2,500,000.00 Note") (collectively along with all renewals, extensions, and modifications, the "Note" or "Notes") and Master Loan Agreement executed in connection with each Note as last amended (collectively along with all amendments thereto, the "Agreement").

G. The \$13,000,000.00 Note and the \$2,500,000.00 Note were renewed and refinanced into a \$15,500,000.00 obligation (the "\$15,500,000.00 Note").

H. In connection with the execution of the \$15,500,000.00 Note, the Mortgage was amended to (1) reflect the renewal and refinancing of the \$13,000,000.00 Note and the \$2,500,000.00 Note into a \$15,500,000.00 obligation, and (2) amend the term "Mortgagor" to include Lake Wilborn and Brock ("First Amendment to Master Mortgage").

I. The First Amendment to Master Mortgage was recorded on January 20, 2017, as Instrument No. 2017006130 in the Office of the Judge of Probate of Jefferson County, Alabama, and on January 20, 2017 as Instrument No. 20170120000026060 in the Office of the Judge of Probate of Shelby County, Alabama.

J. In connection with this Amendment, Mortgagor and Mortgagee entered into an agreement whereby the obligations evidenced by the Notes were renewed and refinanced into a \$12,500,000.00 obligation (the "\$12,500,000.00 Note").

K. Following the consummation of the agreement referenced in the preceding Paragraph J, the Mortgagor remains indebted to the Mortgagee in the aggregate principal sum of \$12,500,000.00. However, the Mortgage may still secure a debt in the aggregate principal sum of \$20,000,000.00.

L. Mortgagor has requested that **FLEMMING PARTNERS, LLC**, an Alabama limited liability company, be along with NSH, SB Holding, SB Dev., Lake Wilborn, and Brock, co-borrowers on the Notes, and Mortgagee is agreeable to make such changes, provided that Mortgagor enter into this amendment, confirm and ratify the Mortgage, and cause any extension of credit to Flemming under the Notes to be secured by the Mortgage.

M. This Amendment does not release or replace any portion of the Mortgaged Property.

N. Since its initial recording, the Mortgage has from time to time been amended to add additional property thereto, with all of such additional property being included within the term "Mortgaged Property" under the Mortgage and with all of such amendments being duly recorded

in either the Office of the Judge of Probate of Jefferson County or the Office of the Judge of Probate of Shelby County, Alabama.

O. The Mortgagor and the Mortgagee anticipate that there will be future amendments to the Mortgage adding additional property as Mortgaged Property.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Mortgagee to continue to make sub-loans under the Notes to Mortgagor, the Mortgage is hereby amended as follows:

1. The Mortgage is hereby amended to reflect the renewal and refinancing of the Notes into a \$12,500,000.00 obligation. However, the Mortgage may still secure a debt in the aggregate principal sum of \$20,000,00.00.

2. The term "Mortgagor" as used in the Mortgage is hereby amended to refer jointly, severally and collectively to a) **NSH CORP.**, an Alabama corporation; b) **SB HOLDING CORP.**, an Alabama corporation ("SB Holding"); c) **SB DEV. CORP.**, an Alabama corporation; d) **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company; e) **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company; and f) **FLEMMING PARTNERS, LLC**, an Alabama limited liability company. Mortgagor's address is 3545 Market Street, Hoover, Alabama 35226.

3. Flemming grants, bargains, sells, and conveys the Mortgaged Property to Mortgagee in accordance with the terms of the Mortgage as last amended.

4. Flemming agrees to be bound by the Mortgage as if it had executed it originally.

5. Any one Mortgagor may amend the Mortgage to grant a mortgage or additional security interest without the expressed acknowledgment of all Mortgagors to such amendment. All Mortgagors hereby acknowledge and accept that each Mortgagor has authority to grant a mortgage or additional security and bind all Mortgagors by independently executing an amendment to the Mortgage. Mortgagors hereby waive any challenge to future amendments to the Mortgage executed by any other Mortgagor.

6. 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. Mortgagor does hereby agree and direct Mortgagee to take any action necessary to conform the Mortgage to the terms as herein cited.

IN WITNESS WHEREOF, the parties constituting Mortgagor have hereto set their hands and seals effective as of the date first written above.

[SIGNATURES ARE CONTAINED ON THE FOLLOWING PAGE]

MORTGAGORS:

NSH CORP. d/b/a SIGNATURE HOMES, an Alabama corporation

By: 

Print Name: Daryl Spears
Title: CFO

SB HOLDING CORP., an Alabama corporation

By: 

Print Name: Daryl Spears
Title: CFO

SB DEV. CORP., an Alabama corporation

By: 

Print Name: Daryl Spears
Title: CFO

LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company

By: 

Print Name: Daryl Spears
Title: CFO

BROCK POINT PARTNERS, LLC, an Alabama limited liability company

By: 

Print Name: Daryl Spears
Title: CFO

FLEMMING PARTNERS, LLC, an Alabama limited liability company

By: 

Print Name: Daryl Spears
Title: CFO

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

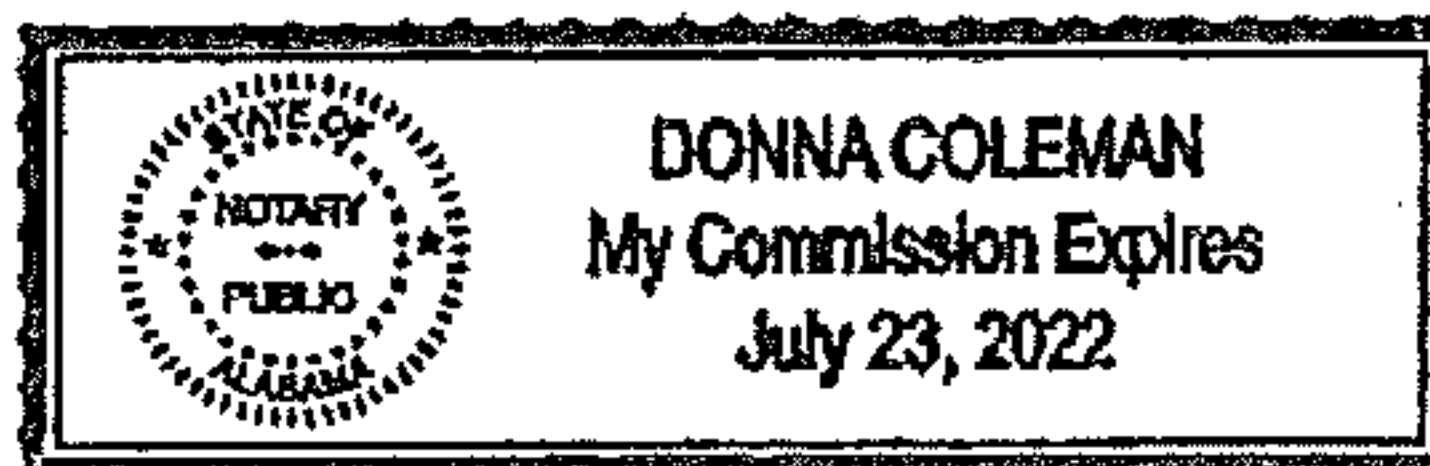
I, the undersigned Notary Public, in and for said County and State hereby certify that Daryl Spears, whose name as CEO of **NSH CORP. d/b/a SIGNATURE HOMES**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and in my presence.

Given under my hand and official seal this 16 day of January, 2019.

(Notary Seal)

Donna Coleman
Notary Public

STATE OF ALABAMA)
)
JEFFERSON COUNTY)



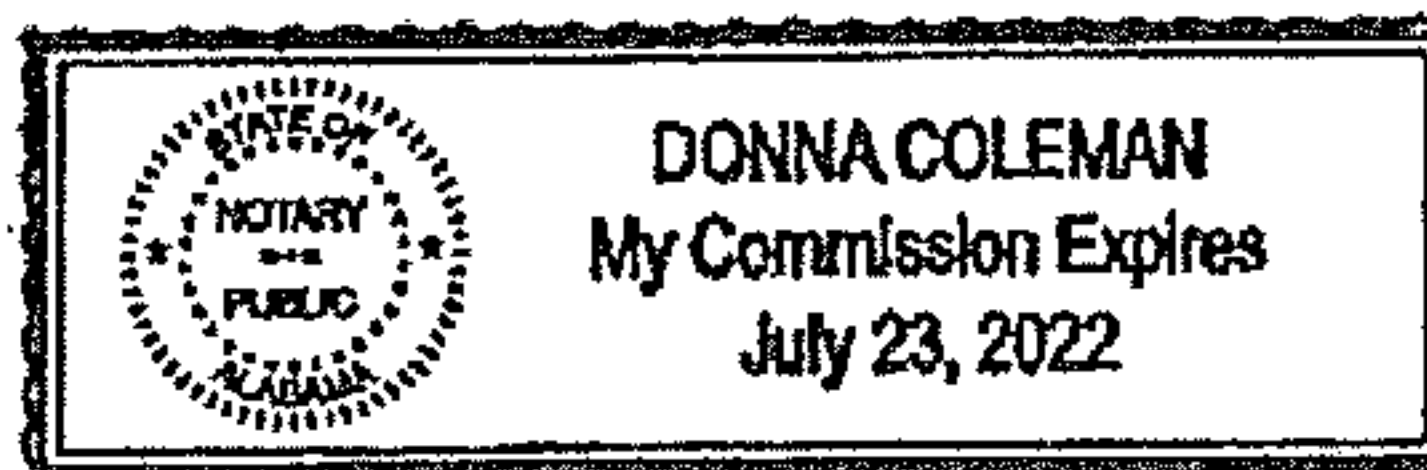
I, the undersigned Notary Public, in and for said County and State hereby certify that Daryl Spears, whose name as CEO of **SB HOLDING CORP.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and in my presence.

Given under my hand and official seal this 16 day of January, 2019.

(Notary Seal)

Donna Coleman
Notary Public

STATE OF ALABAMA)
)
JEFFERSON COUNTY)



I, the undersigned Notary Public, in and for said County and State hereby certify that Daryl Spears, whose name as CEO 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and in my presence.

Given under my hand and official seal this 16 day of January, 2019.

(Notary Seal)

Donna Coleman
Notary Public



STATE OF ALABAMA)
)
JEFFERSON COUNTY)

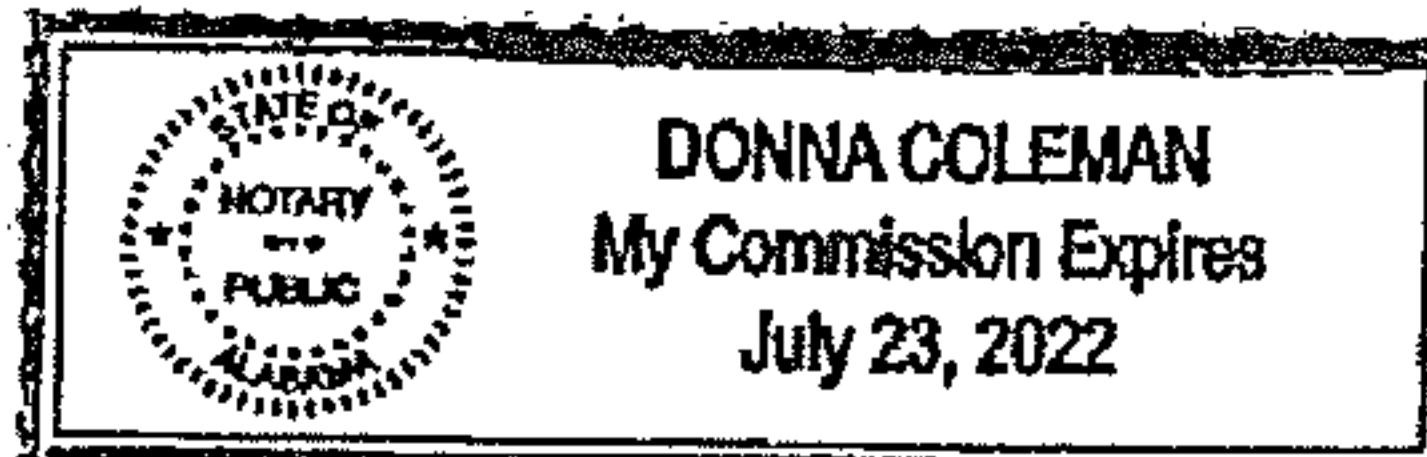
I, the undersigned Notary Public, in and for said County and State hereby certify that Daryl Spears as CEO of **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such CEO and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of January, 2019.

(Notary Seal)

Donna Coleman
Notary Public

STATE OF ALABAMA)
)
JEFFERSON COUNTY)



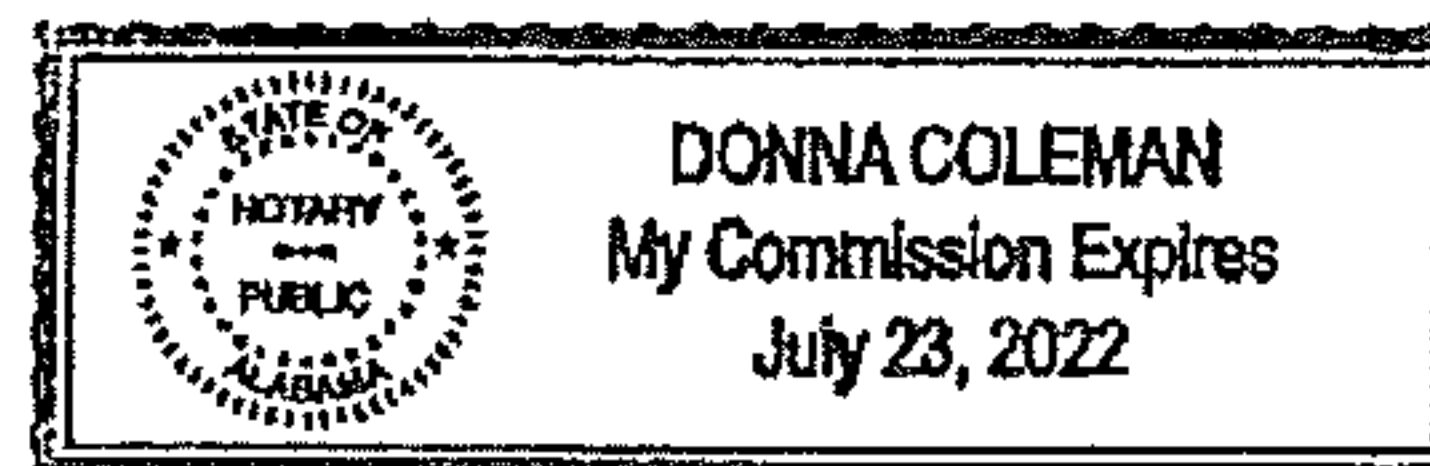
I, the undersigned Notary Public, in and for said County and State hereby certify that Daryl Spears as CEO of **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such CEO and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of January, 2019.

(Notary Seal)

Donna Coleman
Notary Public

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

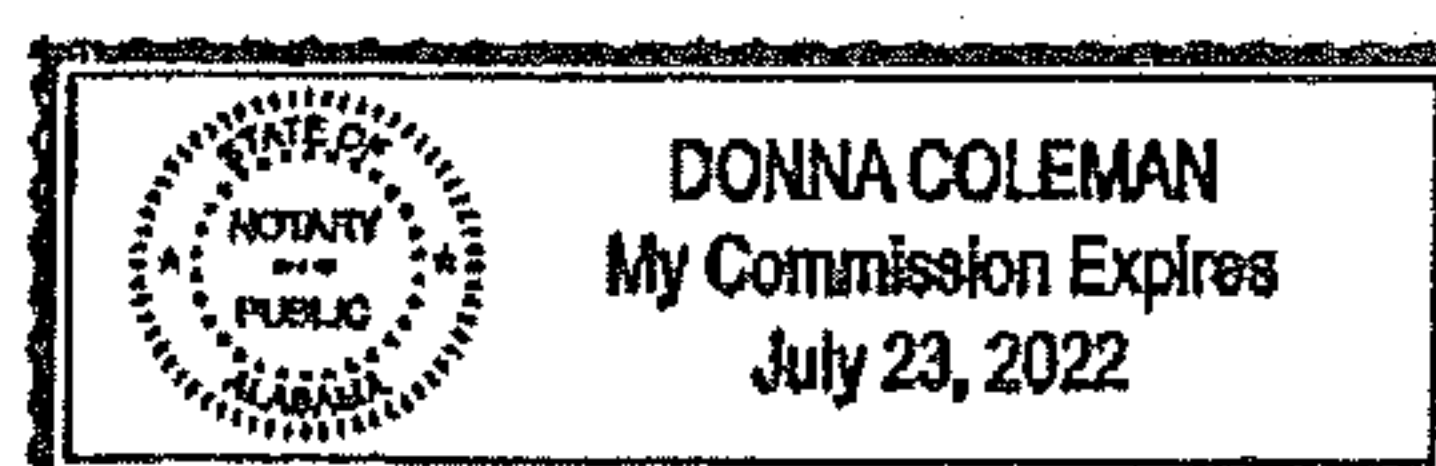


I, the undersigned Notary Public, in and for said County and State hereby certify that Daryl Spears as CEO of **FLEMMING PARTNERS, LLC**, an Alabama limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such CEO and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of January, 2019.

(Notary Seal)

Donna Coleman
Notary Public



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THIS INSTRUMENT PREPARED BY:

Michael B. Odom
McGlinchey Stafford PLLC
505 20th Street North, Suite 800
Birmingham, Alabama 35203
(205) 725-6411



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/17/2019 09:22:20 AM
\$39.00 CHERRY
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Allen S. Beal