STATE OF AI	LABAMA
<b>COUNTY OF</b>	SHELBY

#### AMENDMENT TO MASTER MORTGAGE

This Amendment amends that certain Master Mortgage (hereinafter "Mortgage") dated the 22<sup>nd</sup> day of December, 2015, between **NSH CORP.**, an Alabama corporation, **SB HOLDING CORP.**, an Alabama corporation, **SB DEV. CORP.**, an Alabama corporation, **LAKE WILBORN PARTNERS, LLC,** an Alabama limited liability company, **BROCK POINT PARTNERS, LLC,** an Alabama limited liability company, and **FLEMMING PARTNERS, LLC,** an Alabama limited liability company (hereinafter jointly, severally, and collectively referred to as the "Mortgagor"), and **VALLEY NATIONAL BANK** (successor in interest to USAMERIBANK, formerly known as ALIANT BANK) (hereinafter "Mortgagee").

#### RECITALS

- A. The 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.
- B. The Mortgage has from time to time been amended to add additional property thereto, which such amendments being duly recorded in either the Office of the Judge of Probate of Jefferson County or of Shelby County, Alabama.
- C. The Mortgage was further amended by the First Amendment to Master Mortgage 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.
- D. The Mortgage was further amended by the Second Amendment to Master Mortgage recorded on January 17, 2019, as Instrument No. **2019004684** in the Office of the Judge of Probate of Jefferson County, Alabama, and on January 17, 2019 as Instrument No. **20190117000018570** in the Office of the Judge of Probate of Shelby County, Alabama.
- E. The Mortgage states that Mortgagor is indebted to Mortgagee in the aggregate principal sum of \$20,000,000.00.
- F. Upon the recordation of the Mortgage, the mortgage tax pertaining to the aforementioned indebtedness was paid in full.
  - G. This amendment will not change the maturity date of the Mortgage or the Notes.
- H. Lake Wilborn Partners, LLC, an Alabama limited liability company (the "Grantor"), was granted the authority under the Mortgage to amend the Mortgage to grant a mortgage or additional security interest without the express acknowledgment of all Mortgagors.

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In connection with a Sub-Loan Schedule under the Note, Grantor desires to make, execute, and deliver this Amendment to further secure Mortgagor's obligations under the Note,

and Grantor enters into this Amendment for that purpose.

This Amendment adds the property described on the Exhibit hereto (the "Added

Property") to the Mortgage.

This Amendment only adds to and does not release or replace any portion of the

Mortgage, as amended on this date.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to

induce Mortgagee to make a subloan under the Notes to Mortgagor, the Mortgage is hereby

amended to add the Added Property to the Mortgage.

In such regard, Exhibit "B" of the Mortgage and the Mortgaged Property described in the

Mortgage, without being replaced or removing any portion thereof, shall include the Added

Property.

Grantor does hereby grant, bargain, sell, and convey (in accordance with the terms of the

Mortgage) to Mortgagee the Added Property.

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.

Grantor does hereby agree and direct Mortgagee to take any action necessary to conform

the Mortgage to the terms herein cited.

IN WITNESS WHEREOF, we have hereto set their hands and seals effective as of

February 27, 2019.

**GRANTOR:** 

LAKE WILBORN PARTNERS, LLC,

an Alabama limited liability company

Print Name: J. Daryl Spears

Title:

Agent to Request Advances

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STATE OF ALABAMA	)
	)
JEFFERSON COUNTY	)

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

(Notary Seal)

(Notary Seal)

(Notary Public State A S

THIS INSTRUMENT PREPARED BY AND AFTER RECORDATION SHOULD BE RETURNED TO:

Loan Operations
VALLEY NATIONAL BANK
Loan Number(s): XXXXX43220
Operations Center – FL
P.O. Box 17540
Clearwater, FL 33762

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# EXHIBIT (Added Property)

Lot 402, according to the Survey of Lake Wilborn Phase 4A, as recorded in Map Book 50, Page 25, in the Probate Office of Shelby County, Alabama.

2701 Griffin Way, Hoover, AL 35226



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/01/2019 11:43:24 AM
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