

20190430000141690
04/30/2019 09:27:24 AM
MORTAMEN 1/10

This instrument Prepared By:

Joshua L. Hartman
Hartman, Springfield & Walker, LLP
3138 Cahaba Heights Road, Suite 110
Vestavia Hills, AL 35243

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 April 29, 2019, between **TRUSTMARK NATIONAL BANK**, a national banking association (the “**Lender**”), and **LAKE WILBORN PARTNERS, LLC.**, an Alabama limited liability company (“Lake Wilborn”), **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”), and **BLACKRIDGE PARTNERS, LLC.**, an Alabama limited liability company (“Blackridge”) (Lake Wilborn, SB Holding, SB Dev, Brock Point and Blackridge are individually and collectively referred to herein as “**Borrower**”).

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, 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

All recording taxes have been paid on the Mortgage and amendments thereto recorded at Instruments Nos. 20180713000250000, 20180814000290740, 20180906000320370, 20180918000334010 and 20181119000407580 securing the principal amount of \$19,000,000.00. No additional indebtedness is secured by this Amendment.

Nos. 20180814000290740, 20180906000320370, and 20180918000334010 in said Probate Office (collectively, as amended and as may otherwise have been amended, the "**Original Mortgage**"); and

WHEREAS, the Original Mortgage was amended to add the other parties constituting the Borrower hereunder and the amount secured by the Original Mortgage was increased by an additional \$9,000,000.00 to \$19,000,000.00 to secure an Amended, Restated and Consolidated Line of Credit Promissory Note (Revolving) dated from Borrower to Lender dated November 7, 2018, all pursuant to Amendment recorded at Instrument No. 20181119000407580 in said Probate Office (the Original Mortgage, as amended, the "**Mortgage**"); and

WHEREAS, Borrower and Lender have agreed to further 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:

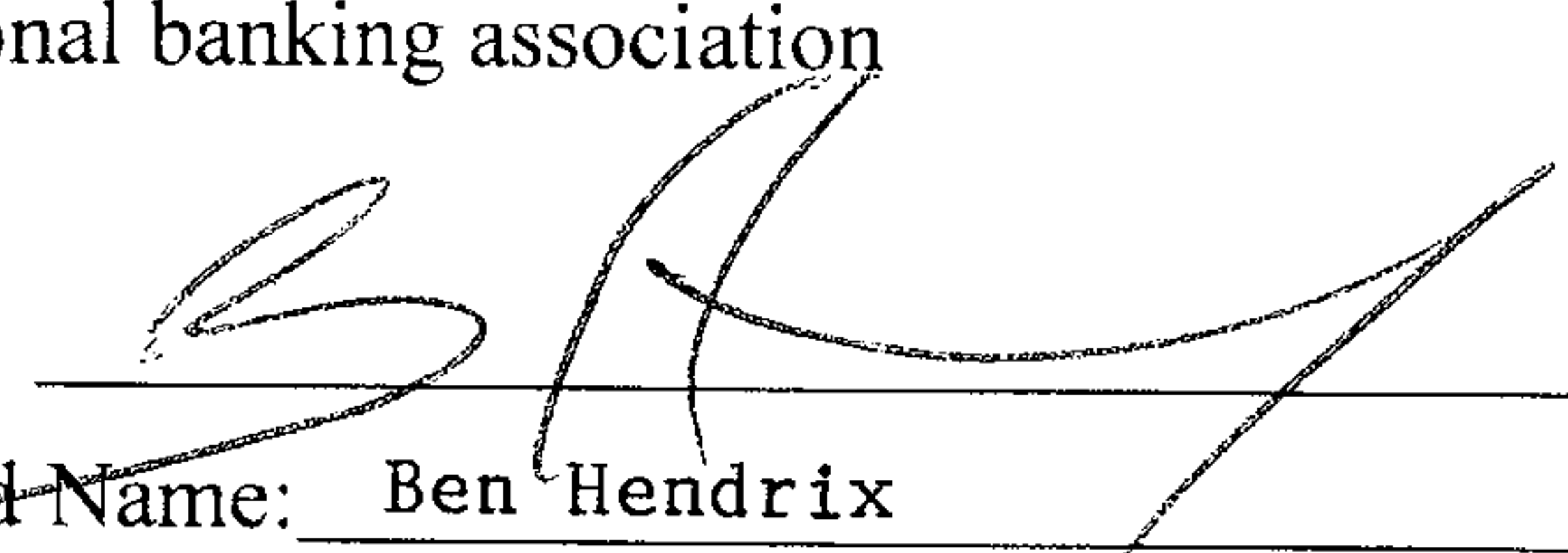
1. **Exhibit A** to the Mortgage is amended to add the parcels of real property described on **Exhibit A-Supplement** hereto (the "**Additional Land**"), which Additional Land shall in all respects be considered as part of the Mortgaged Property under the Mortgage to the same extent as if originally 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.
2. All references in the Mortgage to the "Development Line Agreement" hereafter shall refer to the Amended and Restated Master Loan Agreement, as amended from time to time. All references in the Mortgage to the "Loan" hereafter shall mean the Loan pursuant to the Amended and Restated Master Loan Agreement, as amended from time to time.
5. 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.

6. 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.
7. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.
8. 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

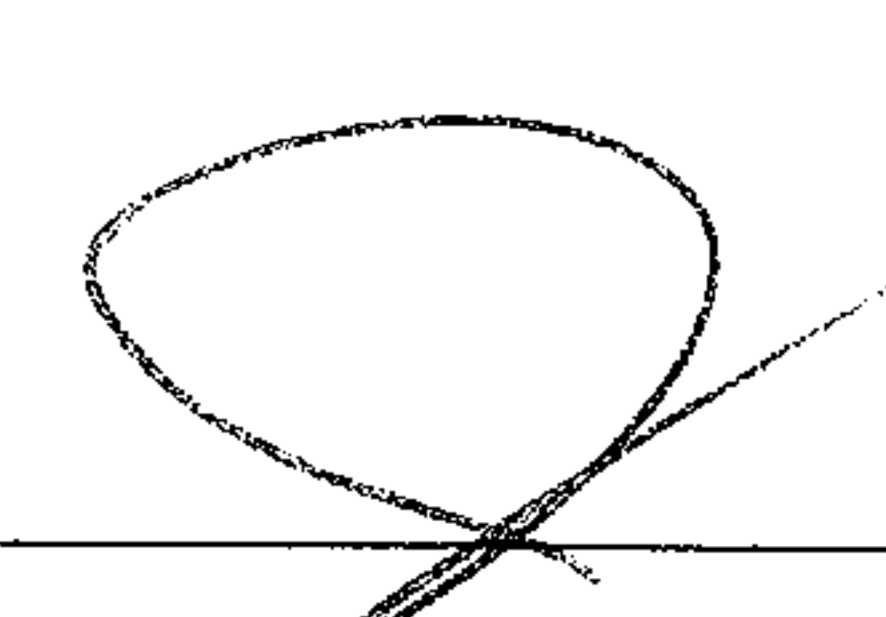
Title: Senior Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Senior Vice President 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 29 day of April, 2019.



Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

BORROWER:

LAKE WILBORN PARTNERS, LLC,
an Alabama limited liability company

By: _____

Printed Name: J. Daryl Spears

Title: Chief Financial Officer

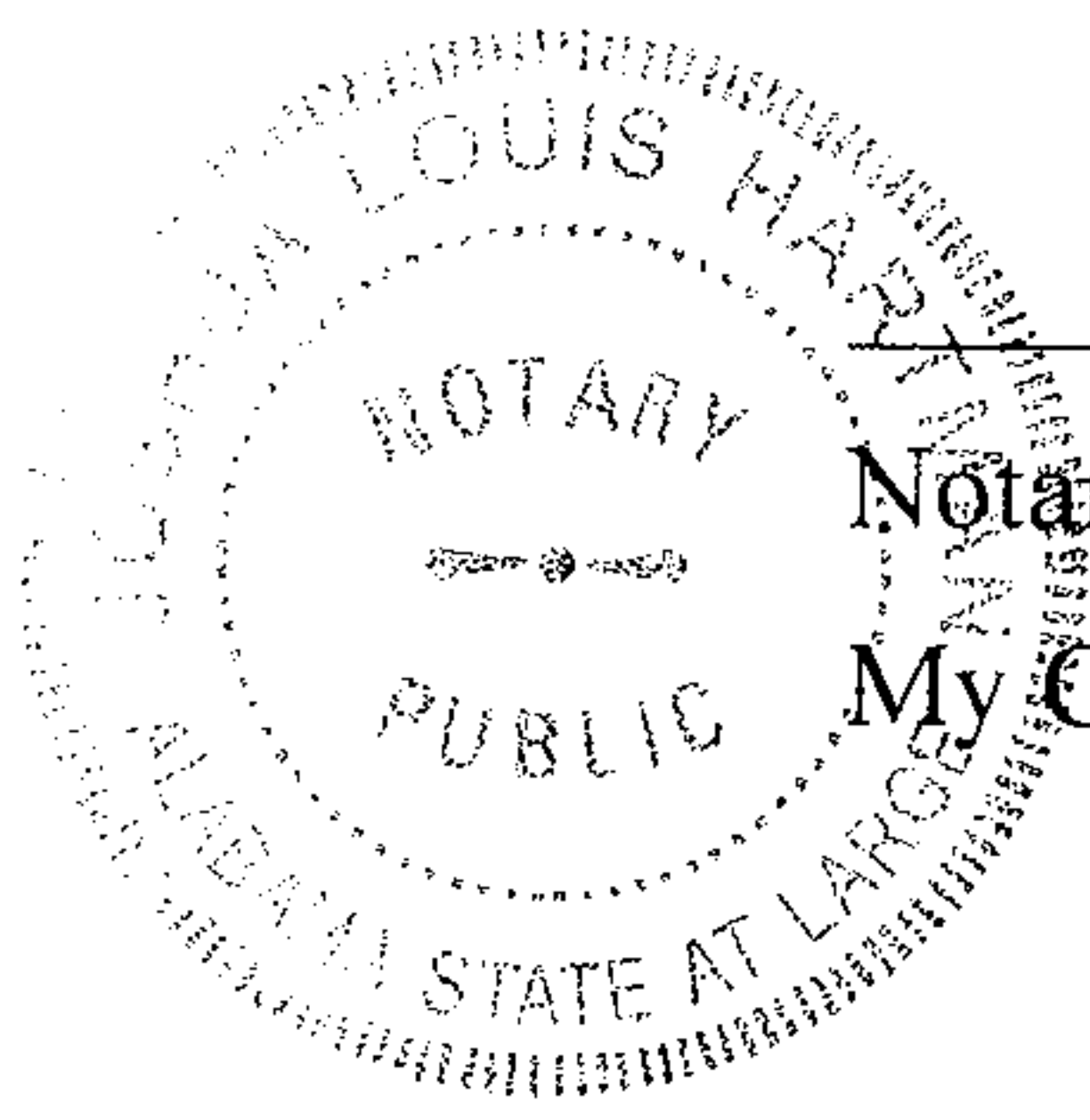
STATE OF ALABAMA

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 Chief Financial Officer 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 29 day of April, 2019.

[NOTARIAL SEAL]



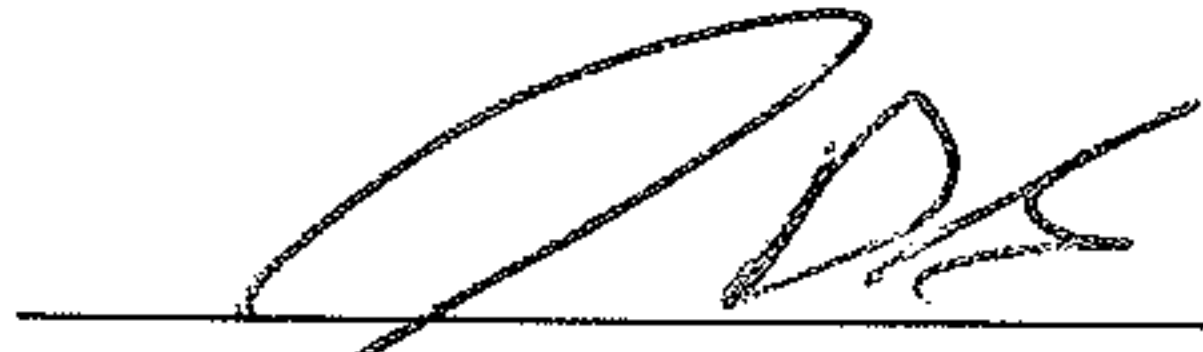
Notary Public

My Commission Expires: _____

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

BORROWER:

SB HOLDING CORP.,
an Alabama corporation

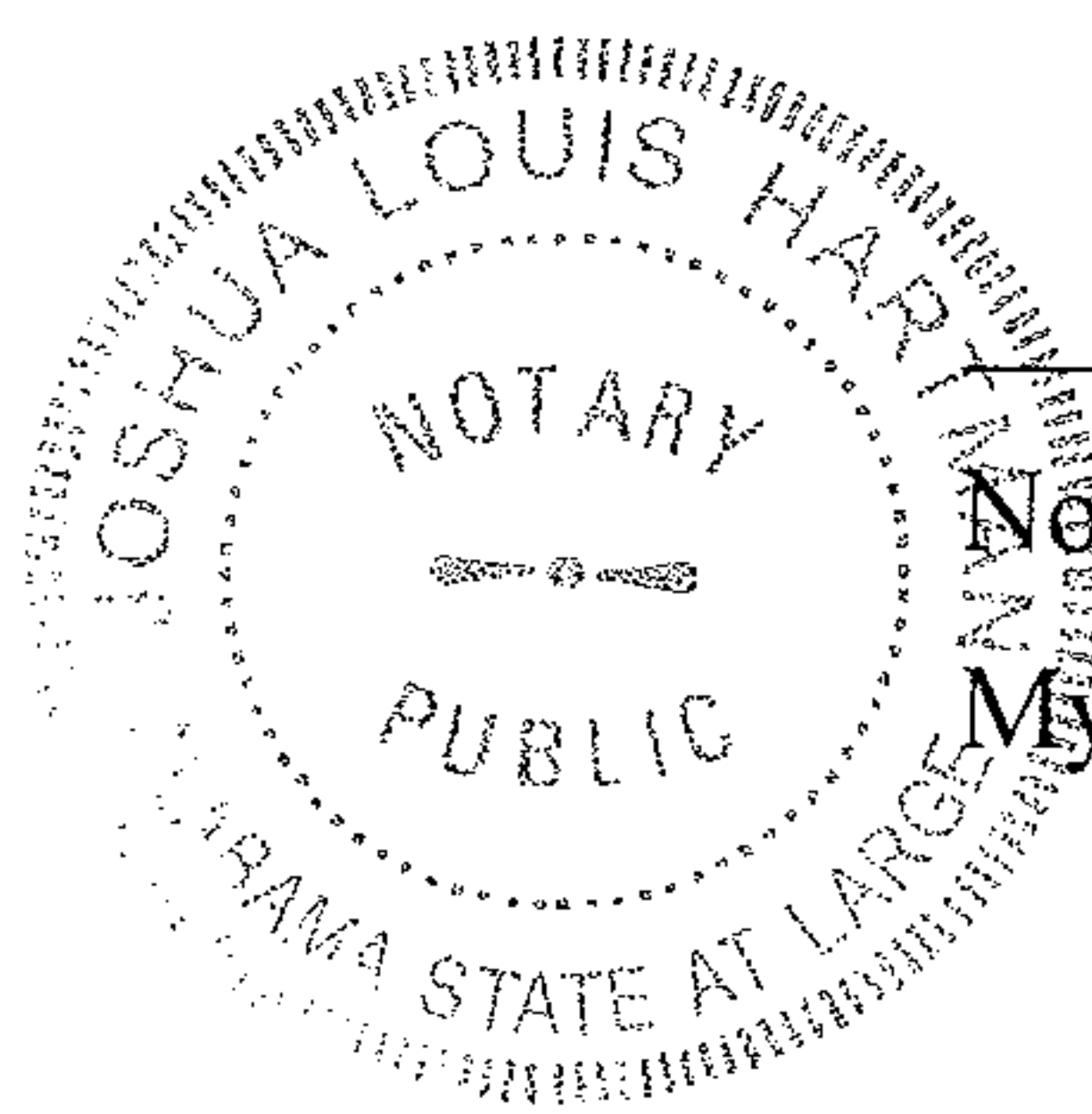
By: 
Printed Name: J. Daryl Spears
Title: Chief Financial Officer

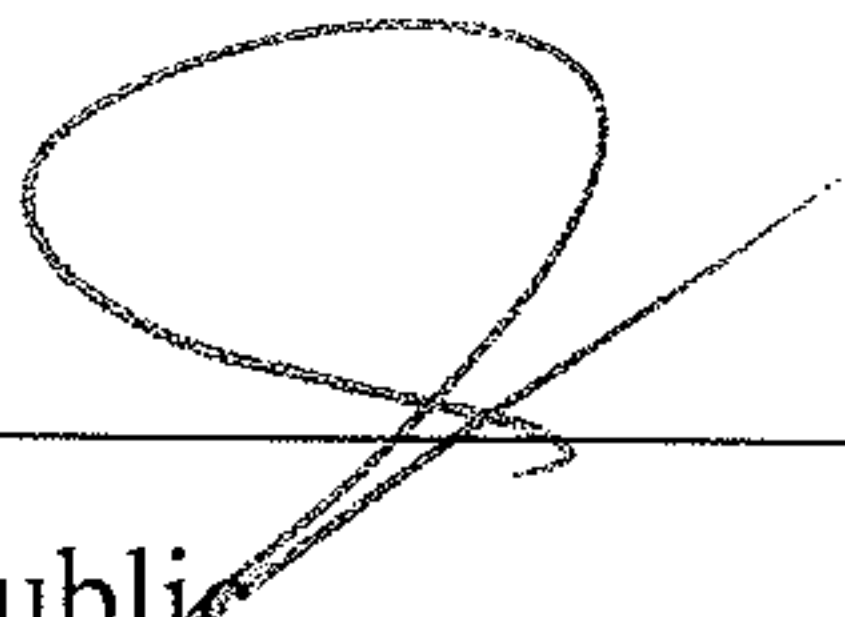
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl, Spears, whose name as Chief Financial Officer 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 29 day of April, 2019.

[NOTARIAL SEAL]




Notary Public

My Commission Expires: _____

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

BORROWER:

SB DEV. CORP.,
an Alabama corporation

By: _____

Printed Name: J. Daryl Spears

Title: Chief Financial Officer

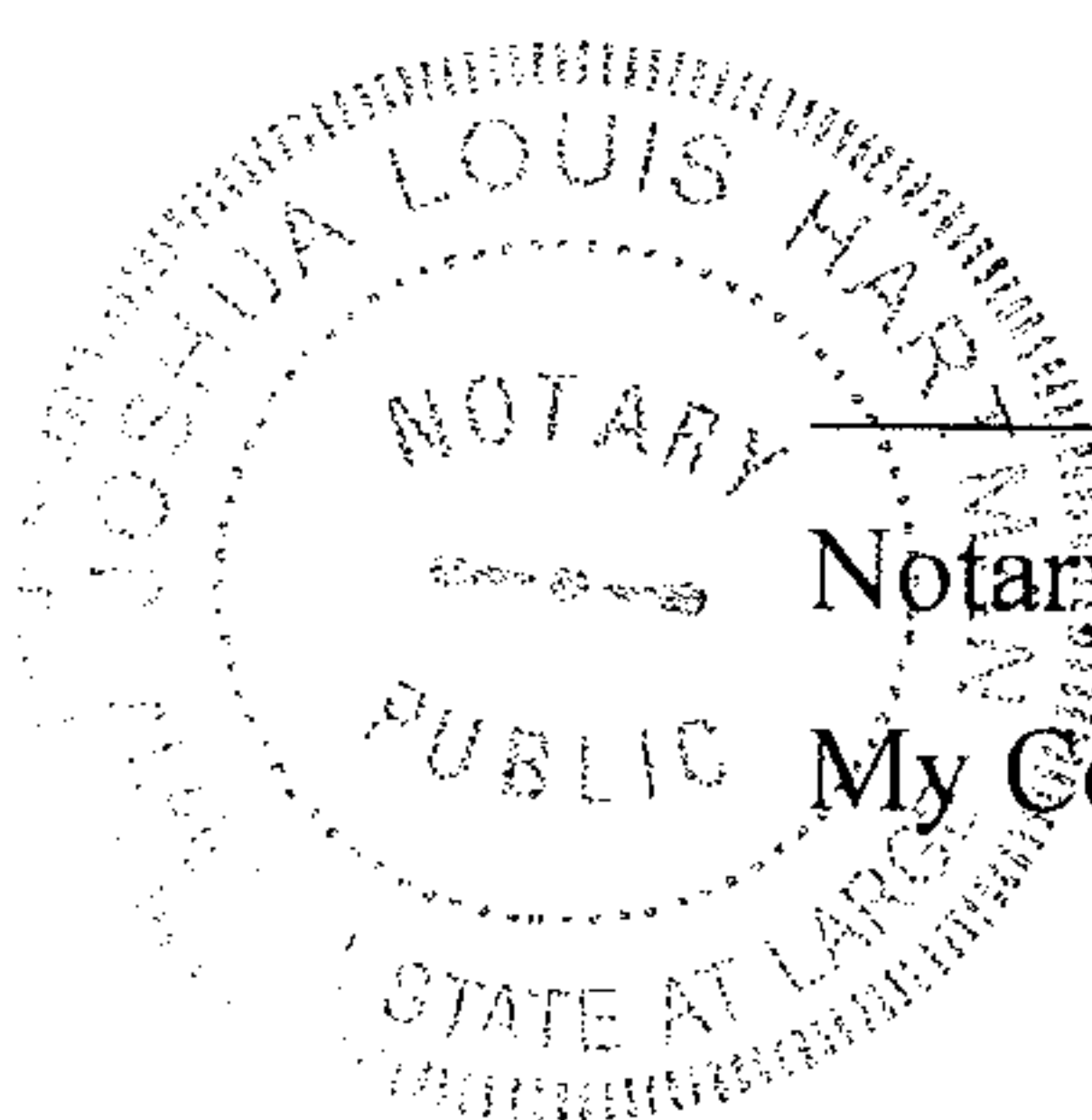
STATE OF ALABAMA

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 Chief Financial Officer 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.

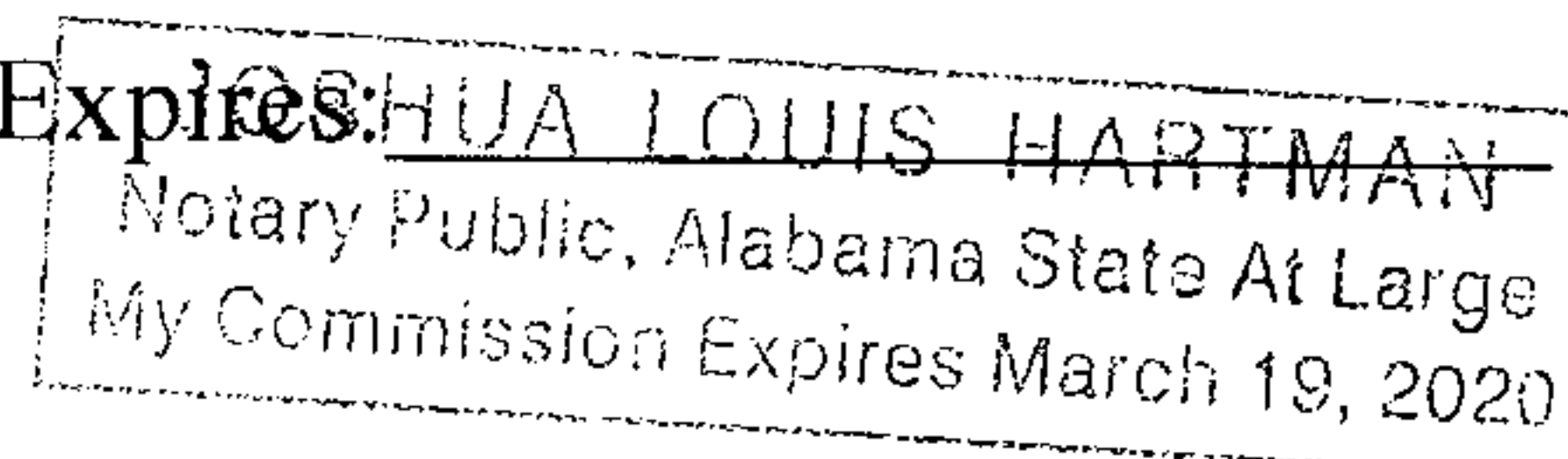
Given under my hand and official seal this 29 day of April, 2019.

[NOTARIAL SEAL]



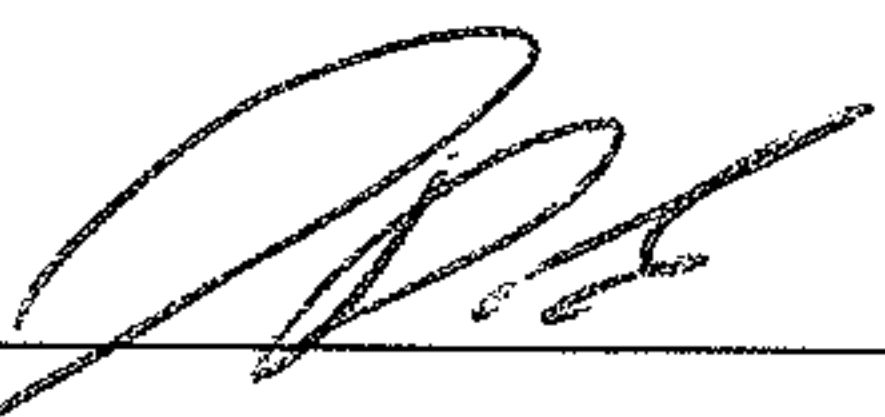
Notary Public

My Commission Expires



BORROWER:

BROCK POINT PARTNERS, LLC,
an Alabama limited liability company

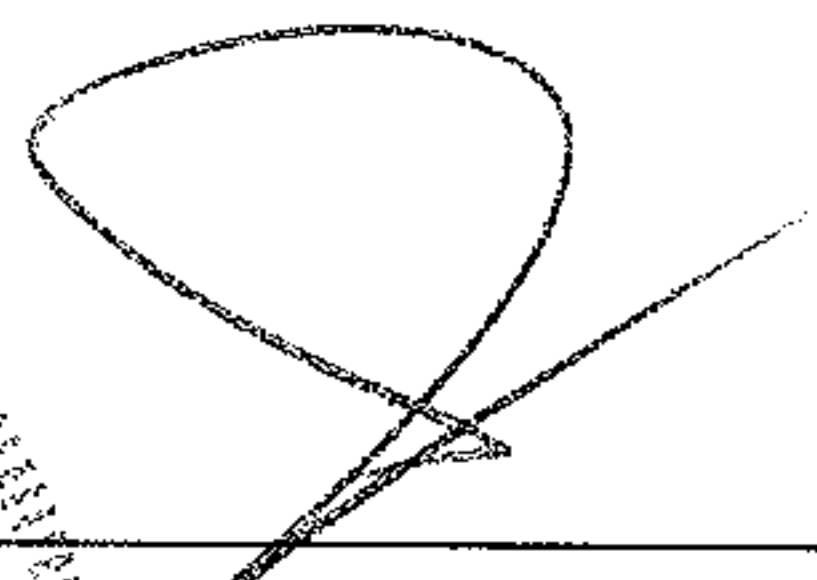
By: 
Printed Name: J. Daryl Spears
Title: Chief Financial Officer

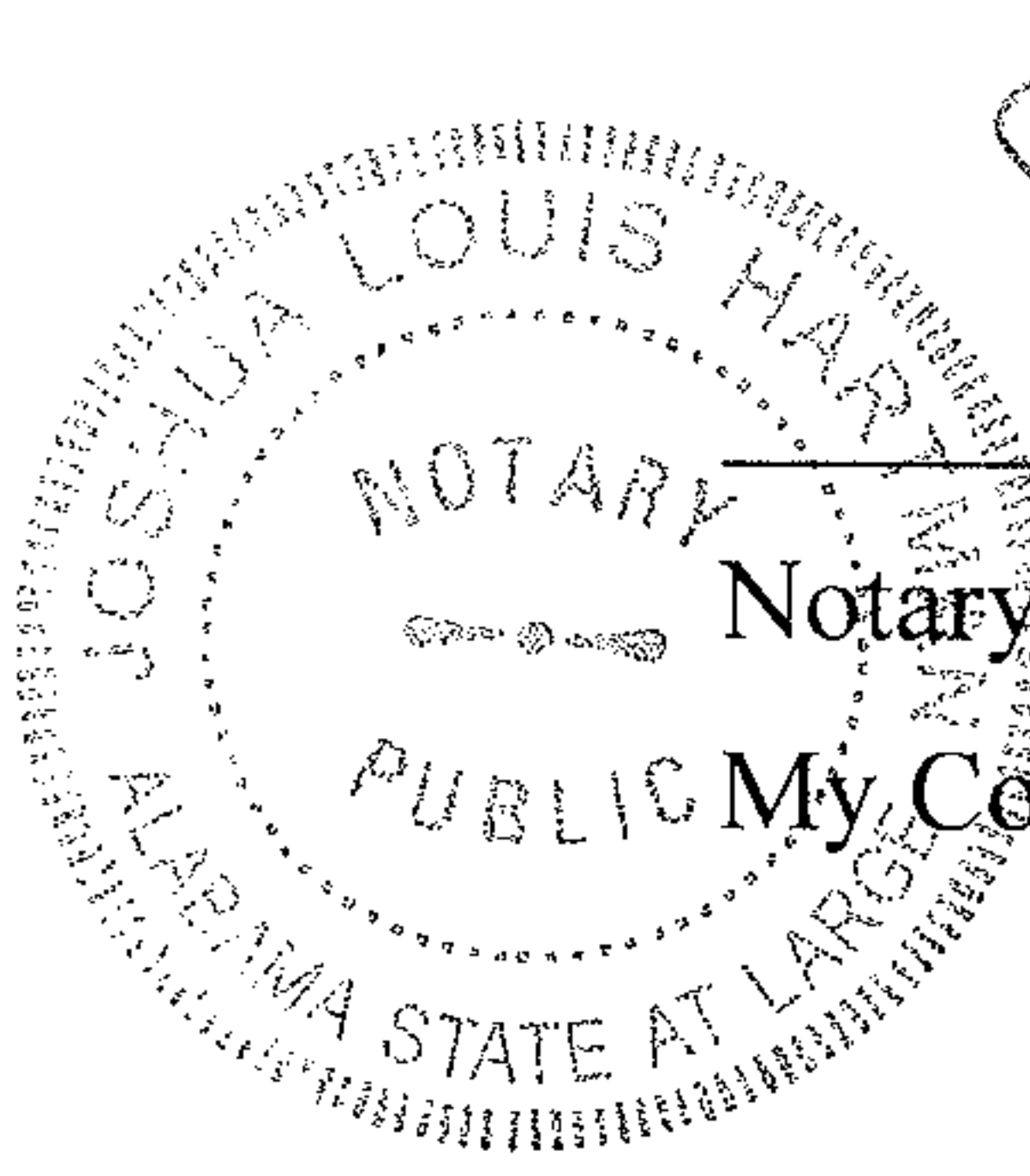
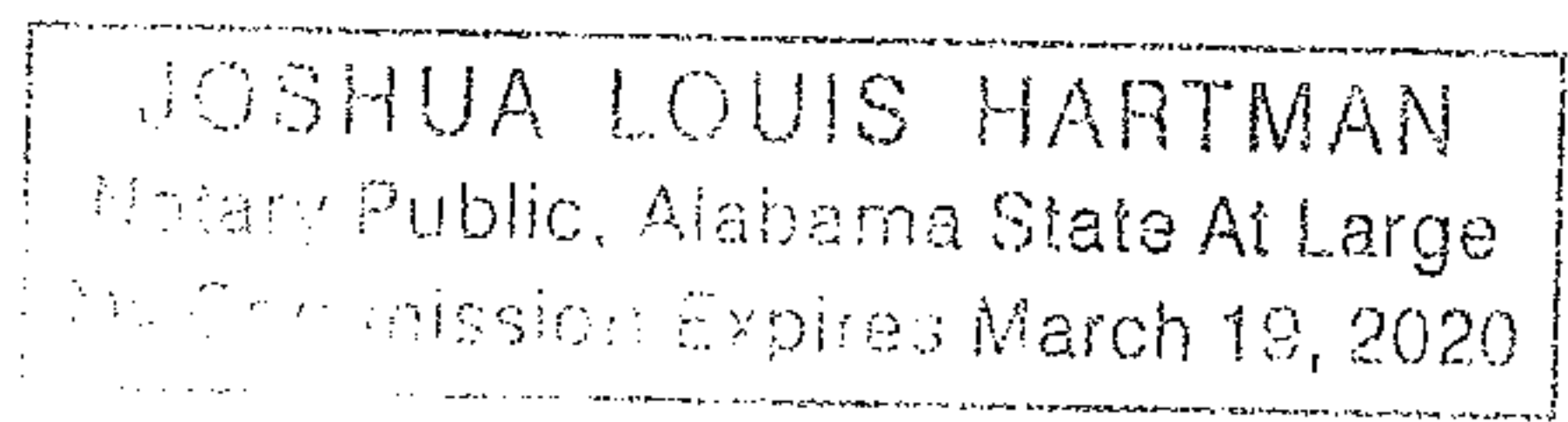
STATE OF ALABAMA
COUNTY OF ALABAMA

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as Chief Financial Officer 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 29 day of April, 2019.

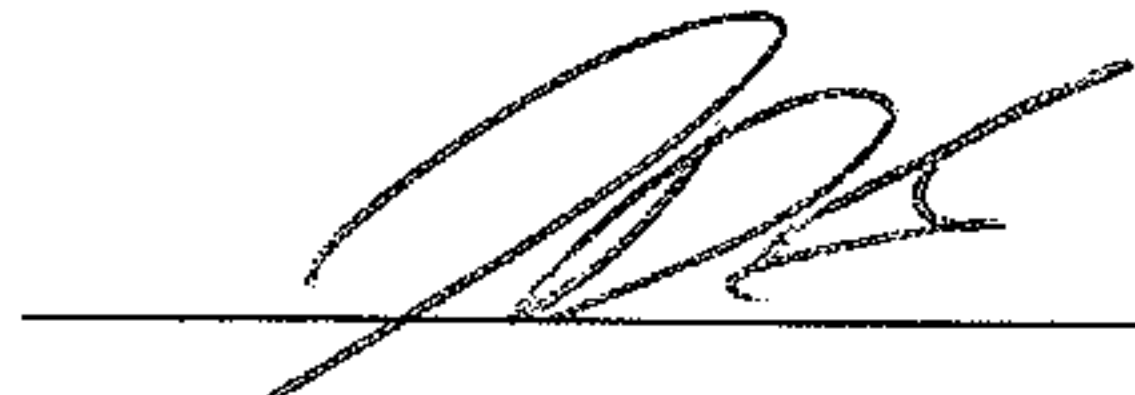
[NOTARIAL SEAL]



Notary Public
My Commission Expires: _____



BORROWER:

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By: 
Printed Name: J. Daryl Spears
Title: Chief Financial Officer

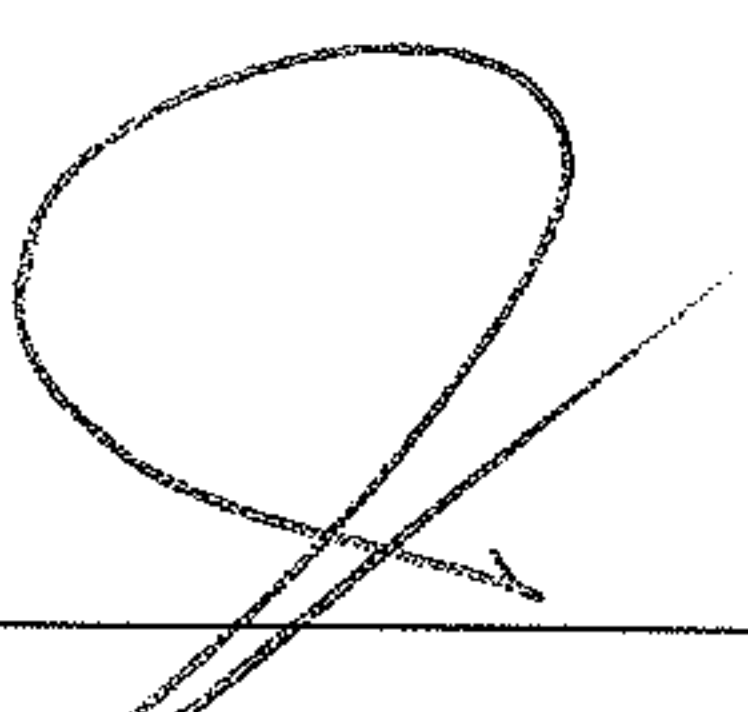
STATE OF ALABAMA

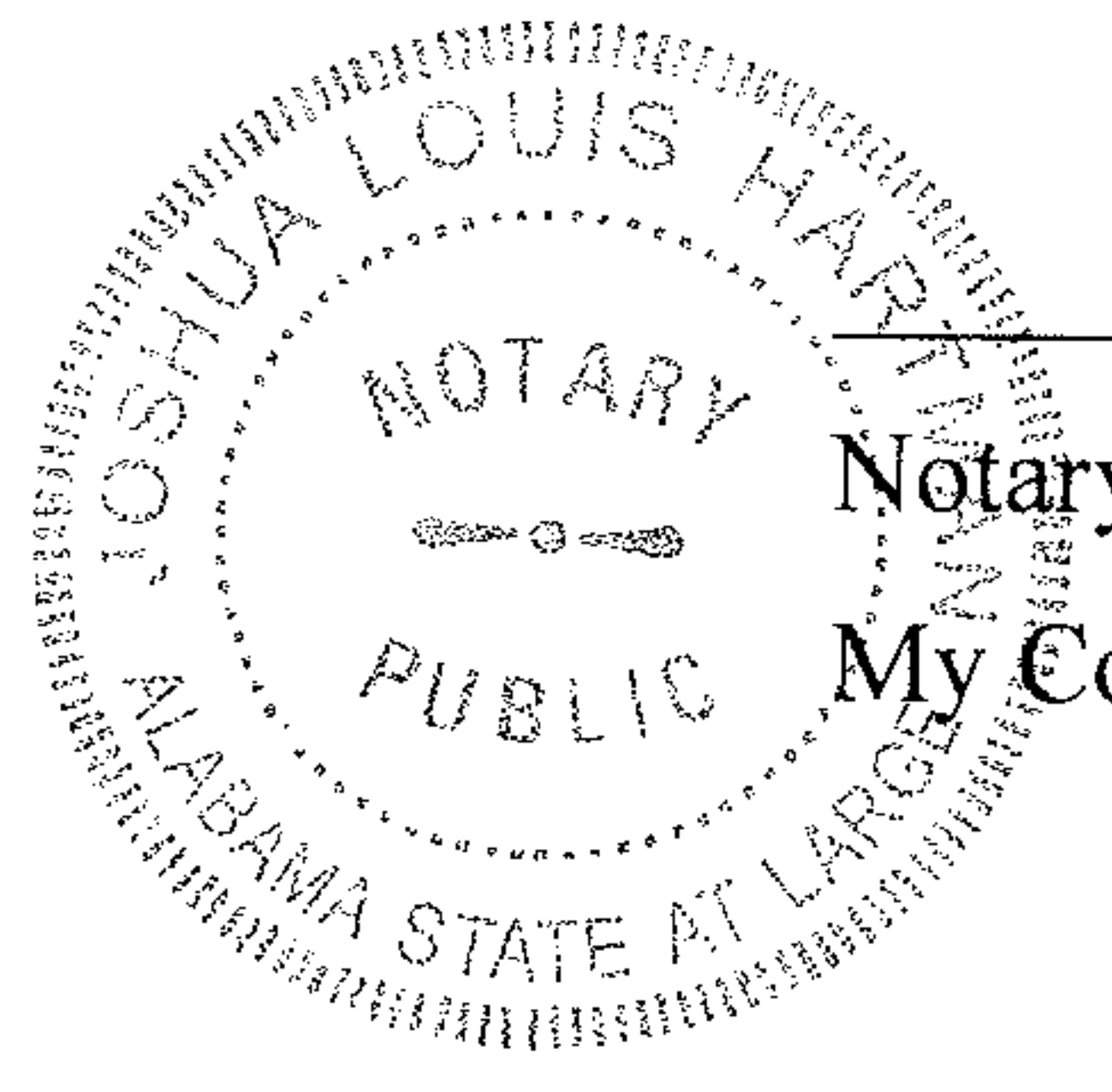
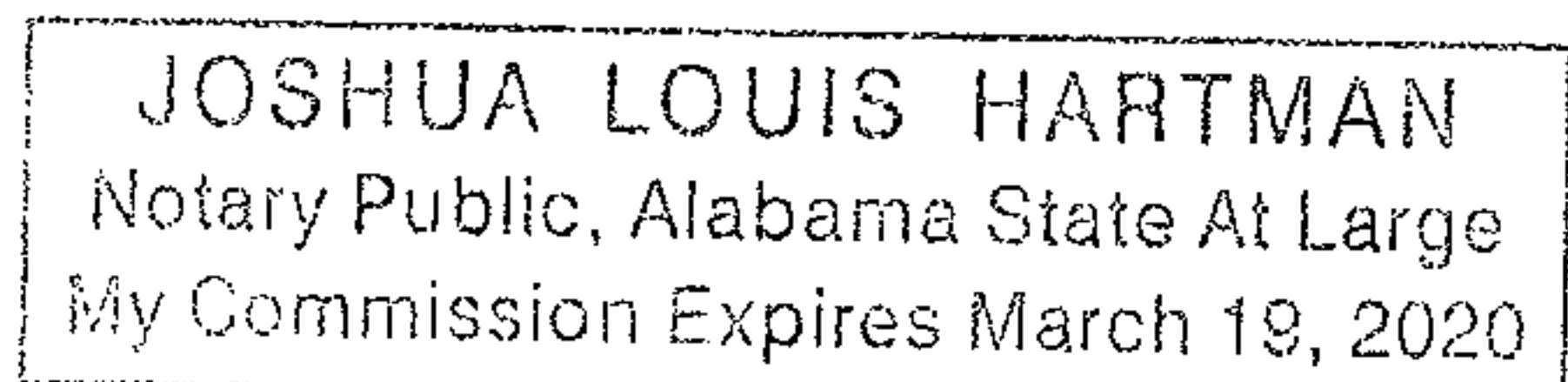
COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as Chief Financial Officer, 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 29 day of April, 2019.

[NOTARIAL SEAL]



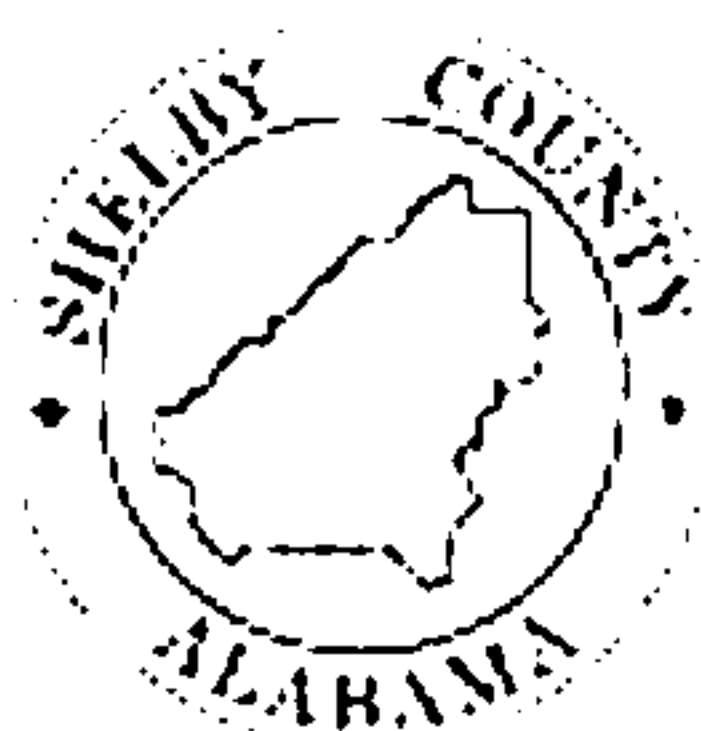
Notary Public
My Commission Expires: _____



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EXHIBIT A - Supplement

Description of Mortgaged Property - Additional Land

Lots 467, 468, 469, 470 & 472, according to the Survey of Lake Wilborn Phase 4B, as recorded in Map Book 50, Page 76, 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
04/30/2019 09:27:24 AM
\$48.00 CHERRY
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Allen S. Bayl