

20190619000216940
06/19/2019 09:38:55 AM
MORTAMEN 1/5

THIS INSTRUMENT PREPARED BY:
Joshua L. Hartman
Hartman, Springfield & Walker, LLP
PO Box 846
Birmingham, AL 35201

THE MATURITY DATE HAS NOT BEEN EXTENDED

STATE OF ALABAMA)

COUNTY OF SHELBY)

SUPPLEMENT TO MORTGAGE

This Agreement is by and between **SouthPoint Bank** ("Bank") and SB Dev. Corp., an Alabama corporation, Sawyer Trail, LLC, an Alabama limited liability company, and Brock Point Partners, LLC, an Alabama limited liability company (collectively "Borrower").

WHEREAS, Borrower is indebted to Bank as evidenced by a Revolving Credit Commercial Note dated May 2, 2016 (the "Indebtedness"), and secured by a Master Future Advance Mortgage dated August, 2017, such mortgage being recorded on February 9th, 2018, at Instrument #20180209000043030, in the Probate Office of Shelby County, Alabama ("Mortgage", which term also includes all related mortgage modifications); and

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on July 19, 2018, as Instrument #20180719000257540 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$4,500,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on April 4th, 2019, as Instrument #20190304000067380 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$5,000,000.00;

WHEREAS, Borrower has requested that the Mortgage be amended to add additional property as security for the Indebtedness and other obligations and the Bank has consented to amend the Mortgage to do so.

NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the terms of the Mortgage are supplemented 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 Borrower 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

THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE ABOVE-DESCRIBED MORTGAGE IS \$5,000,000.00, AND MORTGAGE RECORDING PRIVILEGE TAX HAS BEEN PAID ON SUCH MORTGAGE. THIS SUPPLEMENT PROVIDES ADDITIONAL SECURITY FOR SUCH INDEBTEDNESS, AND THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED HAS NOT BEEN INCREASED AND THE MATURITY DATE OF THE INDEBTEDNESS SECURED IS NOT BEING MODIFIED. PURSUANT TO SECTION 40-22-2(4), CODE OF ALABAMA (1975), AS AMENDED, NO ADDITIONAL MORTGAGE RECORDING PRIVILEGE TAX IS DUE UPON ANY INSTRUMENT PROVIDING ADDITIONAL SECURITY FOR INDEBTEDNESS UPON WHICH SUCH TAX HAS BEEN PAID.

Land”), and all other Mortgaged Property (after giving effect to the addition of the property described in Exhibit A to the definition of Land). Borrower 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 18th day of June, 2019.

BORROWER:

WITNESS:

SB Dev. Corp., an Alabama corporation


By: J. Daryl Spears
Its: Chief Financial Officer

WITNESS:

Sawyer Trail, LLC, an Alabama limited liability company


By: J. Daryl Spears
Its: Chief Financial Officer

WITNESS:

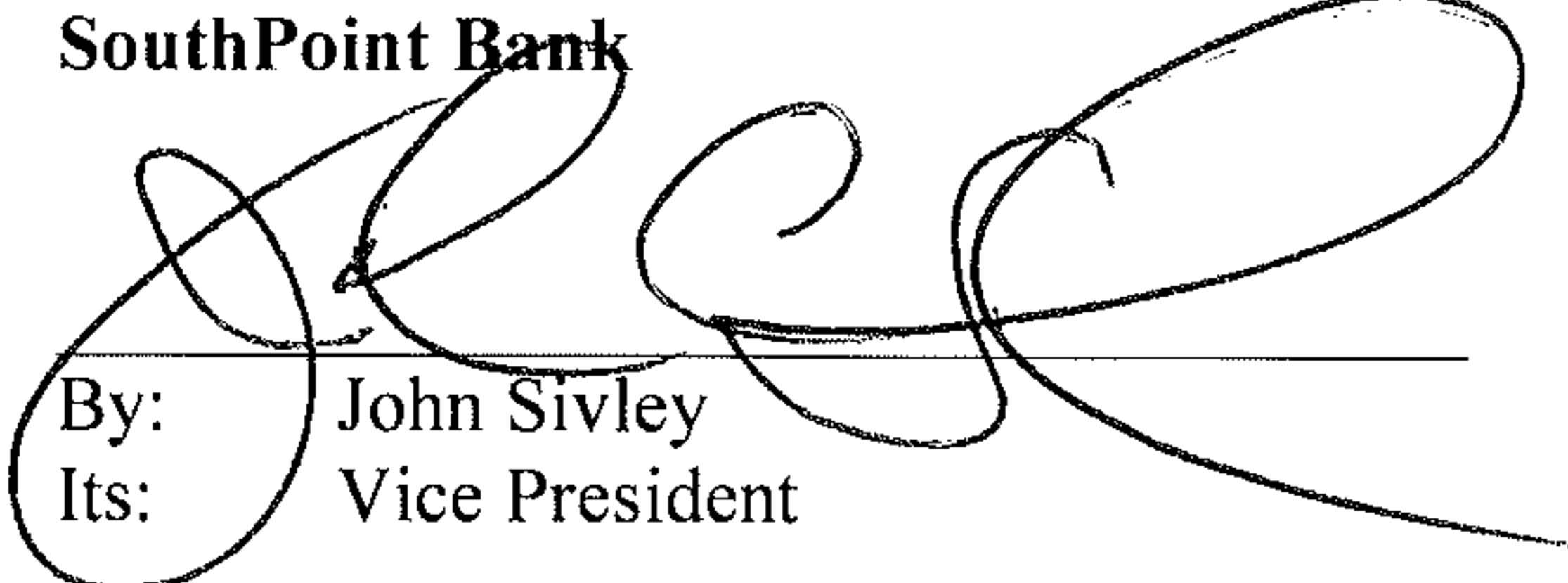
Brock Point Partners, LLC, an Alabama limited liability company


By: J. Daryl Spears
Its: Chief Financial Officer

BANK:

WITNESS:

SouthPoint Bank

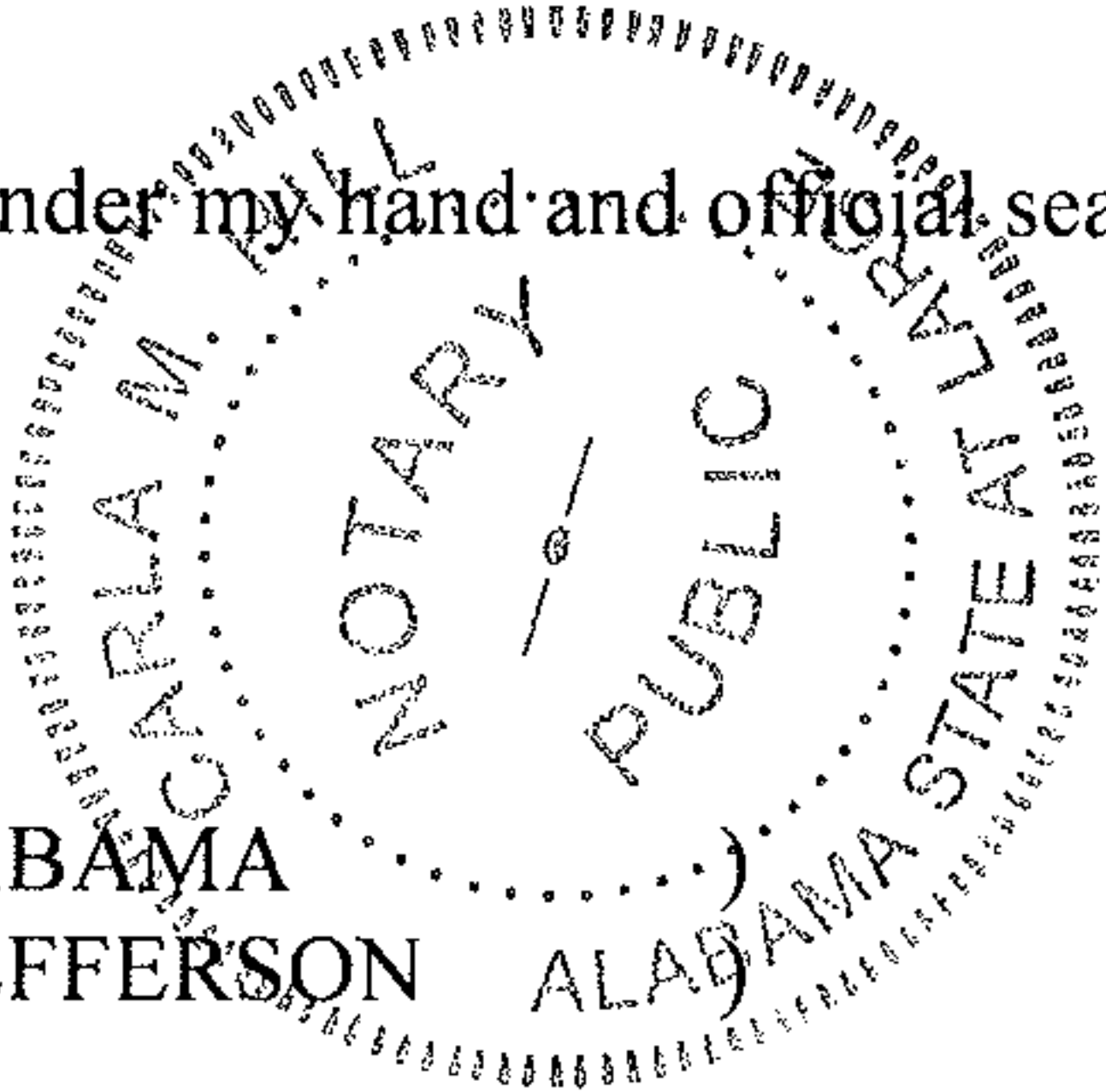

By: John Sivley
Its: Vice President

[Acknowledgement Page to Follow]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned 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, he, as such officer or member and with full authority, executed the same for and as the act of said corporation.

Given under my hand and official seal this 18th day of June, 2019.

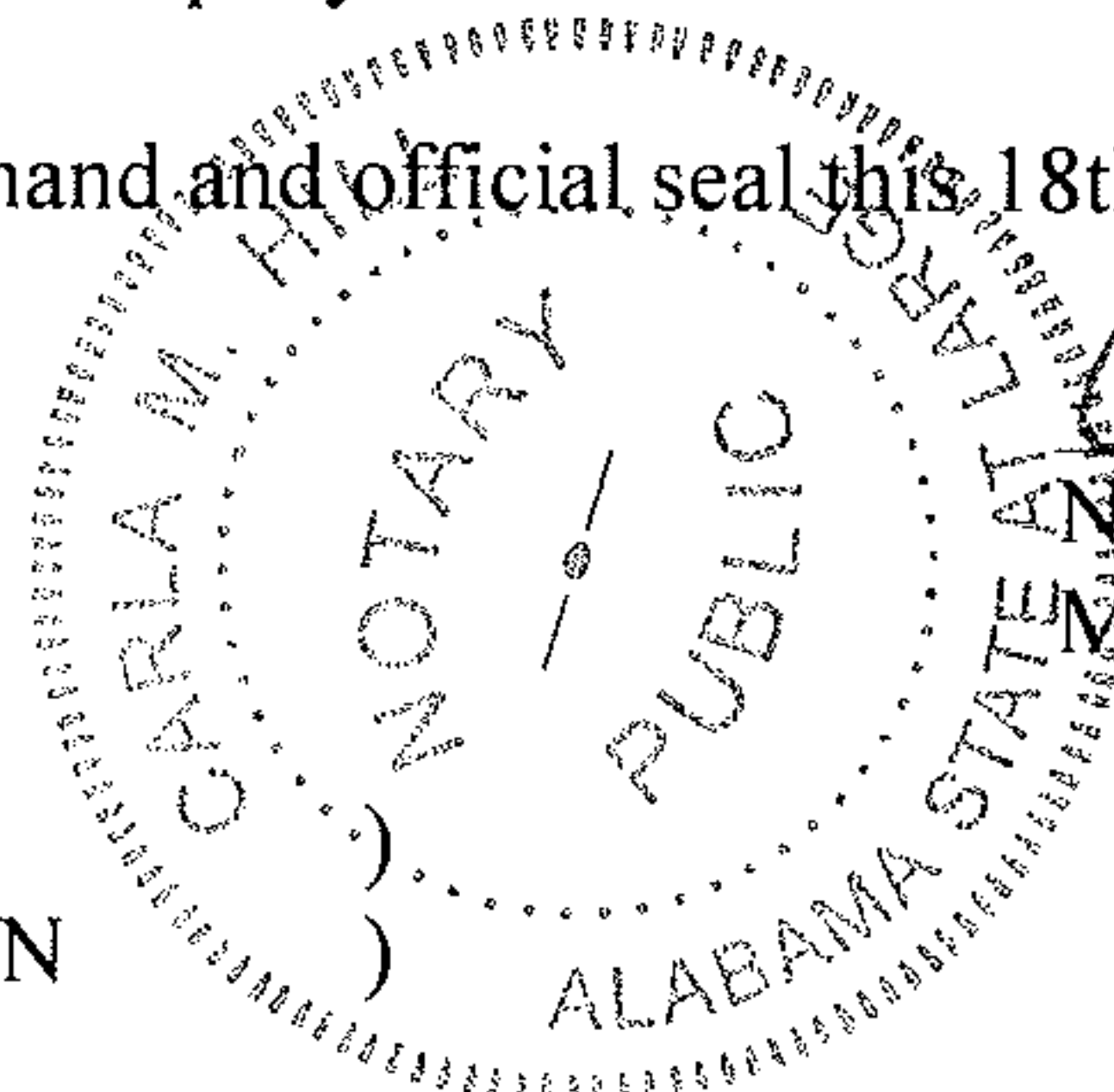


Carla M Hill
Notary Public
My Commission Expires: 3/23/23

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County in said State, hereby certify that J. Daryl Spears, whose name as Chief Financial Officer of Sawyer Trail, 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 or member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 18th day of June, 2019.

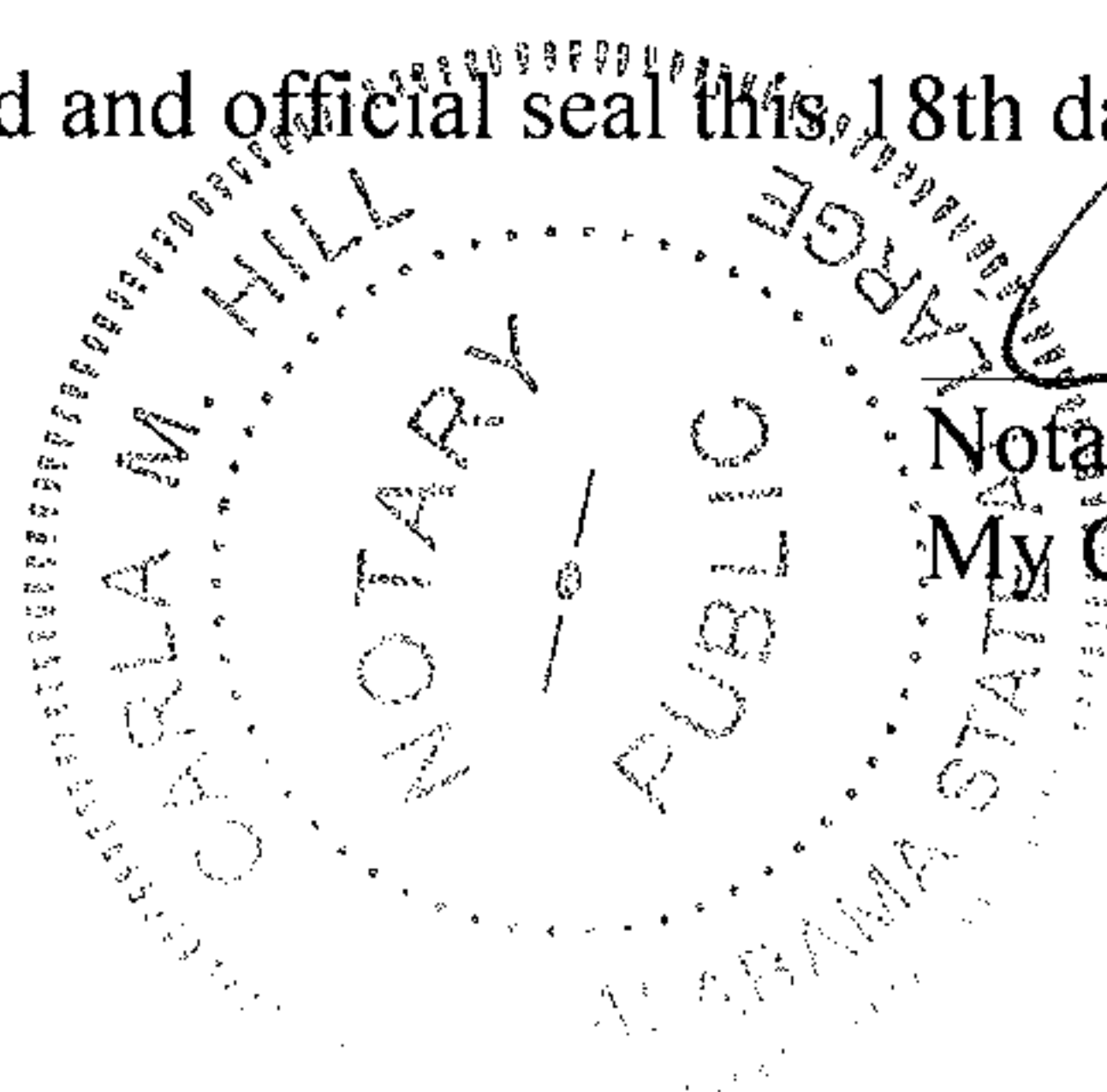


Carla M Hill
Notary Public
My Commission Expires: 3/23/23

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned 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, he, as such officer or member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 18th day of June, 2019.



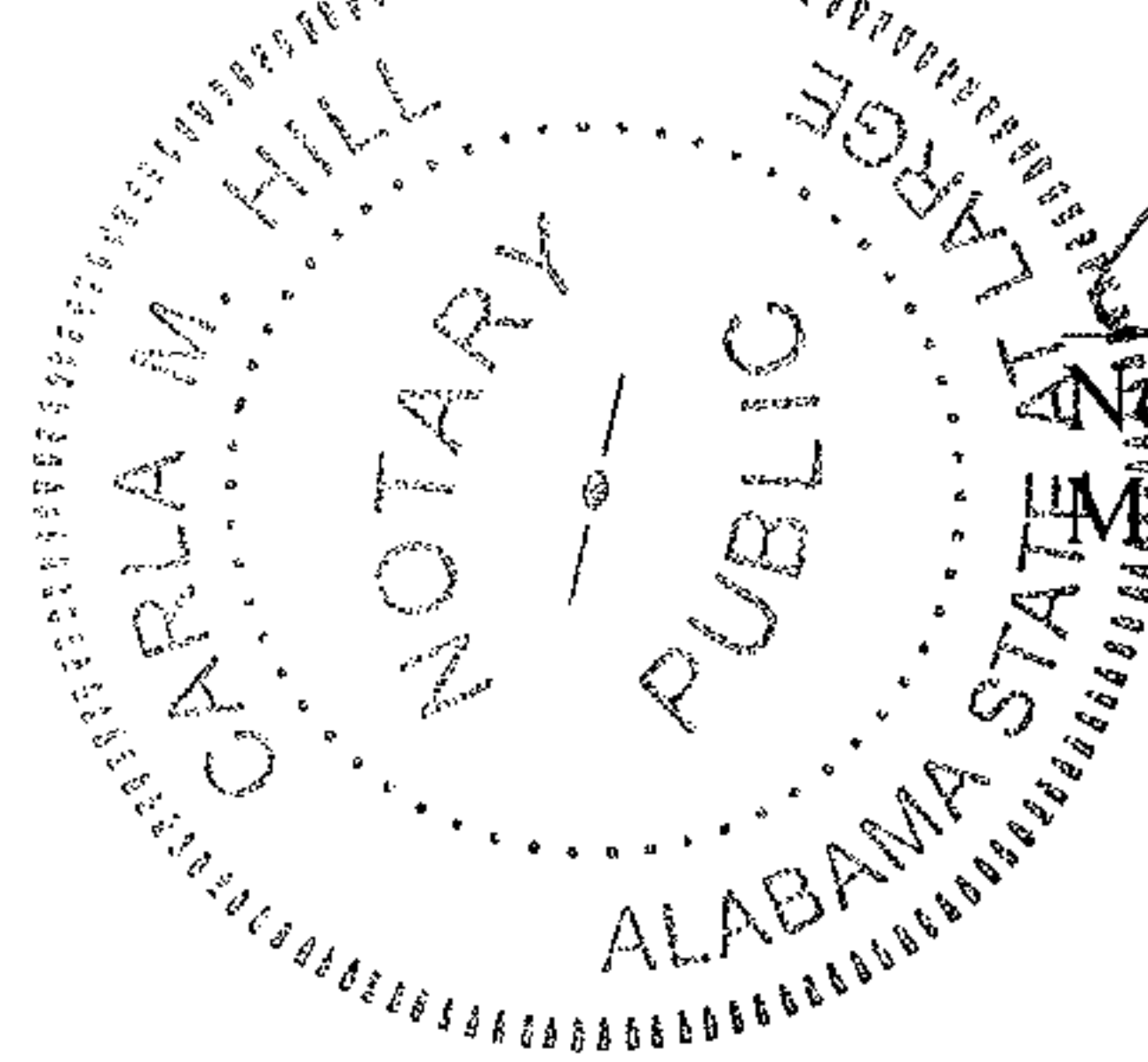
Carla M Hill
Notary Public
My Commission Expires: 3/23/23

[Acknowledgements Continued on Next Page]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that John Sivley, whose name as Vice President of **SouthPoint Bank**, a banking 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.

Given under my hand and official seal this 18th day of June, 2019.



Carla M Hill

Notary Public
My Commission Expires: 3/23/23

EXHIBIT "A"

Lot 49, according to the Survey of Brock Point Phase 1B, as recorded in Map Book 47, page 43, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Taxes for the year 2017 and subsequent years, not yet due and payable; Easements, building lines, and restrictions as shown on recorded map;
2. Sanitary Sewer Easement recorded in Instrument No. 2016-33045 and Instrument No. 2016-39397;
3. Right-of-way granted to Alabama Power Company recorded in Volume 338, Page 636 and Volume 340, Page 23;
4. Amended and Restated Restrictive Covenants between Dantract, Inc., Daniel Oak Mountain limited partners, Harry and Jane Brock, et al, dated November 3, 1989 and recorded in Real 265, Page 96, amending restrictions recorded in Misc. Book 12, Page 845 as amended in Misc. Book 15, Page 844 and Misc. Book 12, Page 852 as amended in Misc. Book 15, Page 840;
5. Covenant and agreement for Water Service as recorded in Real 2365, Page 574;
6. Restrictions appearing of record in Inst. No. 2017-19952 and Inst. No. 2017-23878.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/19/2019 09:38:55 AM
\$28.00 CHERRY
20190619000216940

Allen S. Bayl