

This instrument Prepared By:

Rev. 7-8-19

Randolph H. Lanier
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 36203
(205) 251-8100

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

WHEREAS, in connection 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, and to secure a Development Master Revolving Credit Promissory Note dated June 8, 2018 in the original principal amount of \$10,000,000 (the "**Original Note**"), 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 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 Note has been amended, restated and consolidated with indebtedness owed to Lender by SB Dev, Brock Point and Blackridge, the principal amount of the Original Note has been increased by an additional \$9,000,000.00 to \$19,000,000.00, pursuant to pursuant to an Amended, Restated and Consolidated Line of Credit Promissory Note (Revolving) dated November 7, 2018 (as amended and restated, the "**Note**"); and

WHEREAS, the principal amount secured by the Original Mortgage was increased to \$19,000,000.00 and SB Holding, SB Dev, Brock Point and Blackridge were added to the Original Mortgage, all pursuant to and Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated November 7, 2018 and recorded at Instrument No. 20181119000407580 in the Probate Office of Shelby County, Alabama (the Original Mortgage, as Amended, and as further amended from time to time, is referred to herein as the "**Mortgage**").

WHEREAS, Borrower and Lender have agreed to 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. The principal indebtedness secured by the Mortgage is increased by an additional \$6,000,000.00 to \$25,000,000.00. All references in the Mortgage to the amount of \$19,000,000.00 (however written) shall hereafter mean "\$25,000,000.00".
2. All references in the Mortgage to the Amended, Restated and Consolidated Line of Credit Promissory Note (Revolving) shall mean such Note as amended contemporaneously herewith to add each of Jackson Hills Partners, LLC, a Tennessee limited liability company, McDaniel Farms Partners, LLC, a Tennessee limited liability company, and McDaniel Estates Partners, LLC, a Tennessee limited liability company, as a "Borrower", to increase the principal amount of such Note to \$25,000,000.00, and as further amended from time to time. The Mortgage, as amended hereby, shall secure said Amended, Restated and Consolidated Line of Credit Promissory Note (Revolving), as amended contemporaneously herewith.
3. All references in the Mortgage to the Amended and Restated Master Loan Agreement shall mean such agreement, as amended contemporaneously herewith, and 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.
4. The Mortgage also shall be **ADDITIONAL SECURITY** for that certain Development Master Revolving Credit Promissory Note in the principal amount of \$3,518,421.00 dated August 31, 2018 from Blackridge to Lender, as amended and restated by that certain Amended and Restated Line of Credit Promissory Note (Non-Revolving) in the principal amount of \$3,518,421.00 dated November 7, 2018, and as further amended contemporaneously herewith from Borrower to Lender, as secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) in the principal amount of \$3,518,421.00 from Blackridge to Lender dated August 31, 2018, and recorded as Instrument Nos. 20180831000315070 and 20181120000409270 in the Probate Office of Shelby County, Alabama, as previously amended, and as amended contemporaneously herewith by Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) between Borrower and Lender recorded or to be recorded in said Probate Office.
5. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.

6. 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.

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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

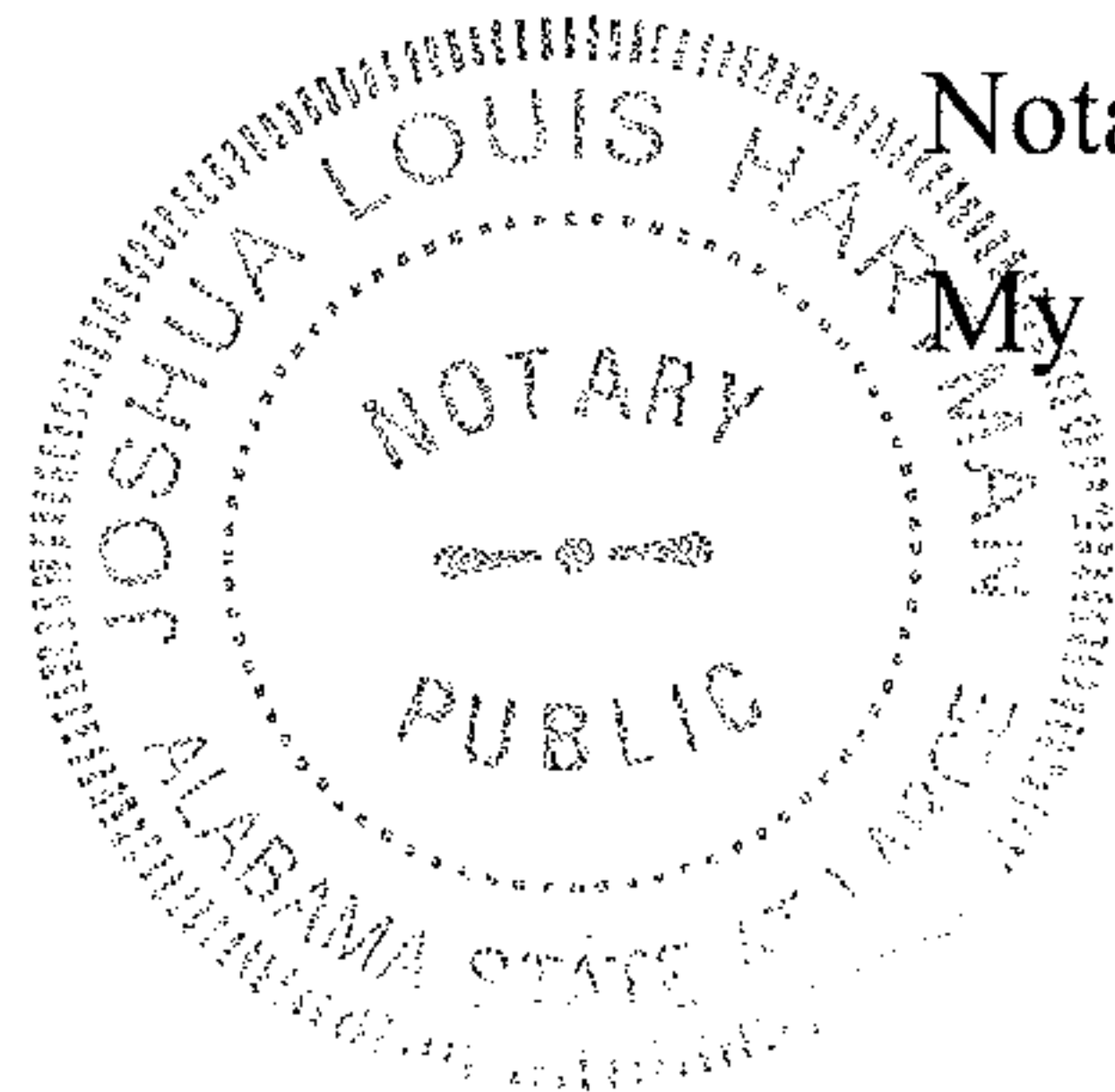
I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Senior VP of **TRUSTMARK NATIONAL BANK**, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that 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 29th day of July, 2019.

Notary Public

My Commission Expires: 3/19/20

[NOTARIAL SEAL]



BORROWER:

LAKE WILBORN PARTNERS, LLC,
an Alabama limited liability company

By: SB HOLDING CORP., an Alabama
corporation its Managing Member

By: 
Daryl Spears, its Chief Financial Officer

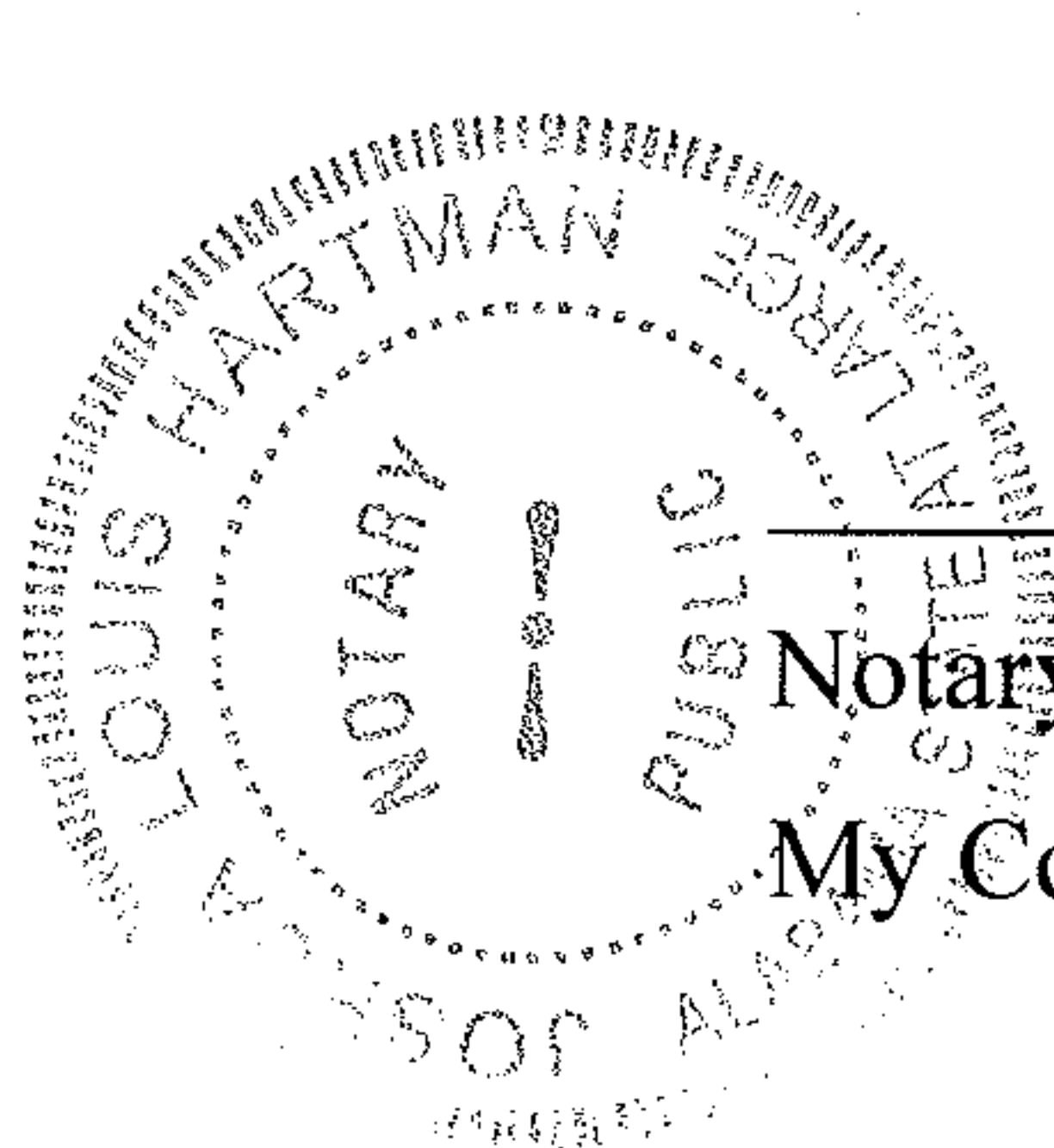
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that **Daryl Spears**, whose name as Chief Financial Officer of SB Holding Corp., an Alabama Corporation, as Managing Member 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 corporation, as Managing Member of said limited liability company.

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

[NOTARIAL SEAL]


Notary Public
My Commission Expires: 3/19/20

BORROWER:

SB HOLDING CORP.,
an Alabama corporation

By: 
Daryl Spears, its Chief Financial Officer

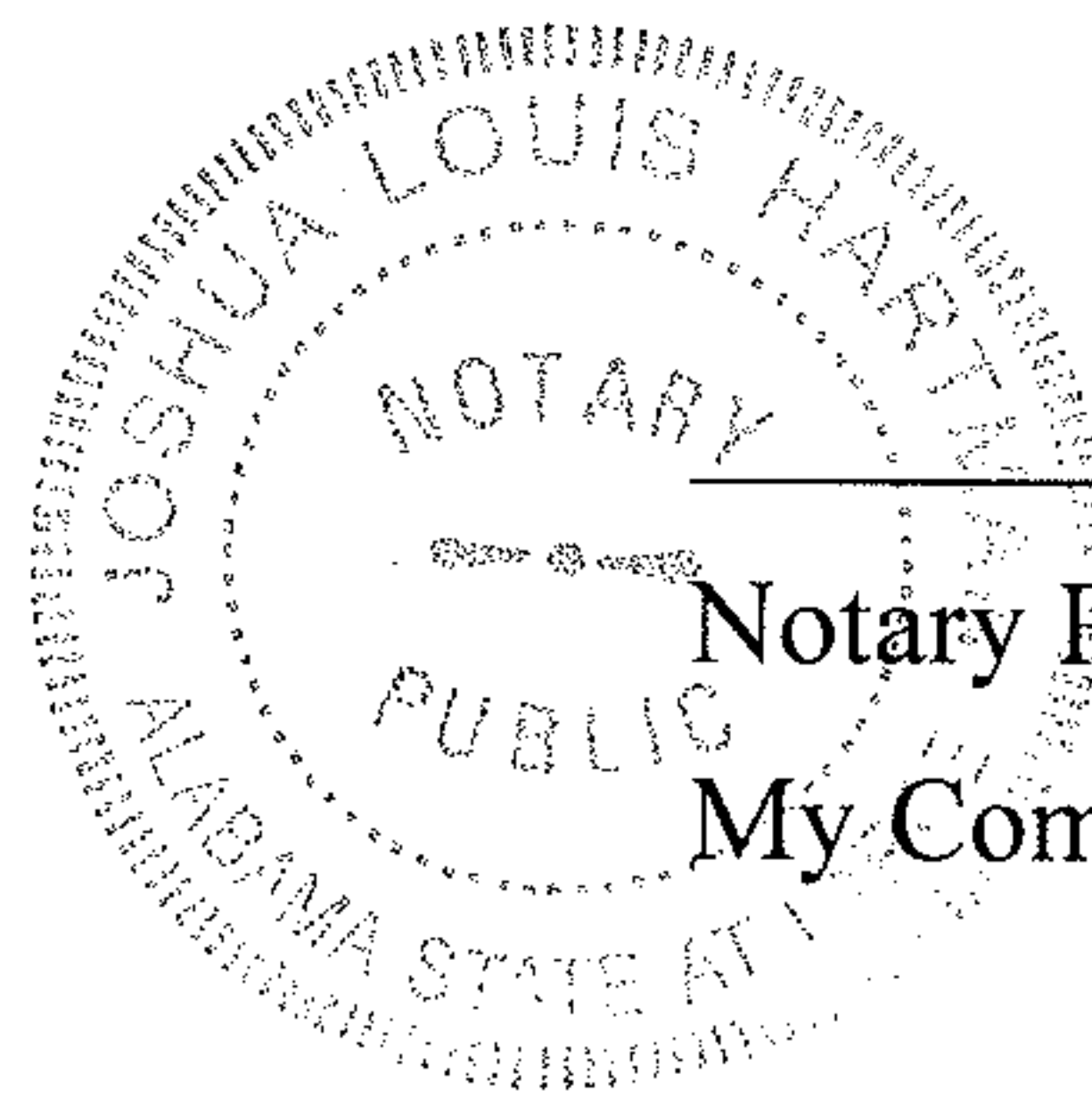
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that **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 29th day of July, 2019.

[NOTARIAL SEAL]



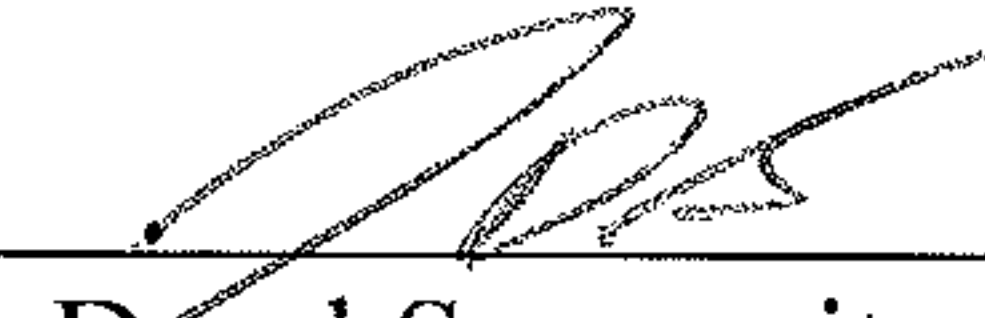

Notary Public

My Commission Expires: 3/19/20

BORROWER:

SB DEV. CORP.,
an Alabama corporation

By:


Daryl Spears, its Chief Financial Officer

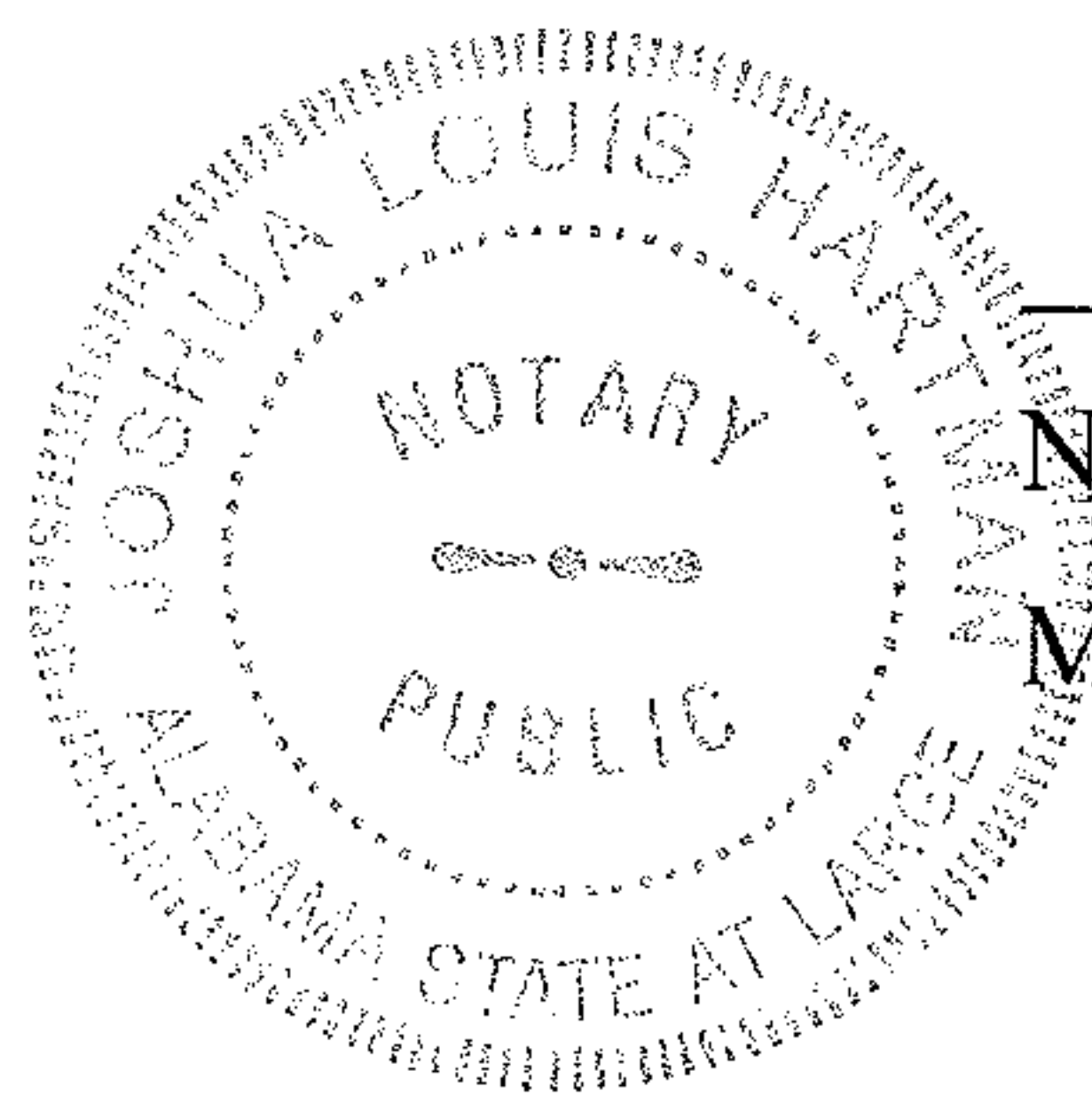
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that **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 29th day of July, 2019.

[NOTARIAL SEAL]




Notary Public

My Commission Expires: 3/19/20

BORROWER:

BROCK POINT PARTNERS, LLC,
an Alabama limited liability company

By: SB HOLDING CORP., an Alabama
corporation its Managing Member

By: 
Daryl Spears, its Chief Financial Officer

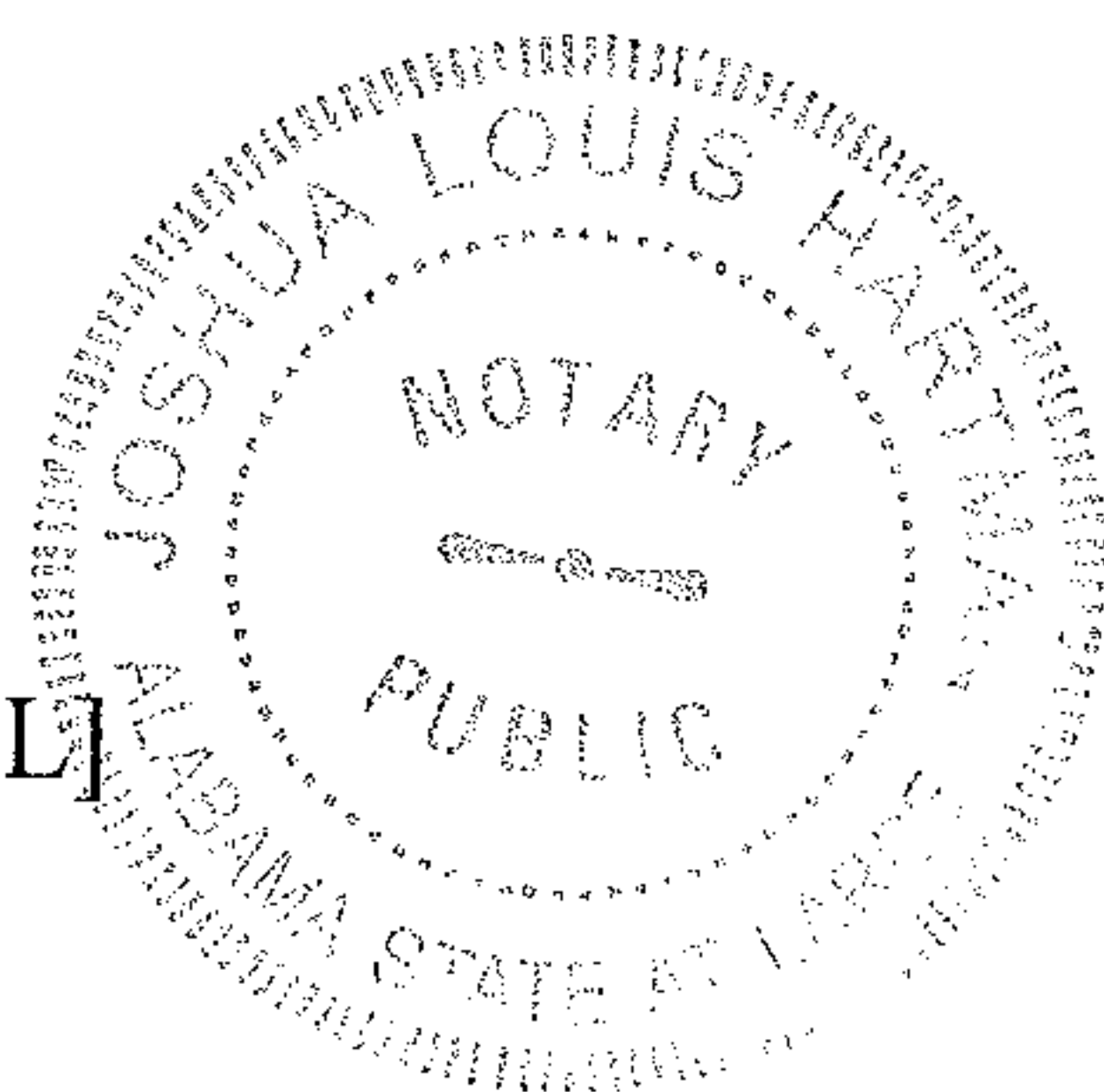
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that **Daryl Spears**, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, as Managing Member 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 corporation, as Managing Member of said limited liability company.

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

[NOTARIAL SEAL]




Notary Public

My Commission Expires: 3/19/20

BORROWER:

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By: SB HOLDING CORP., an Alabama
corporation its Managing Member

By: 
Daryl Spears, its Chief Financial Officer.

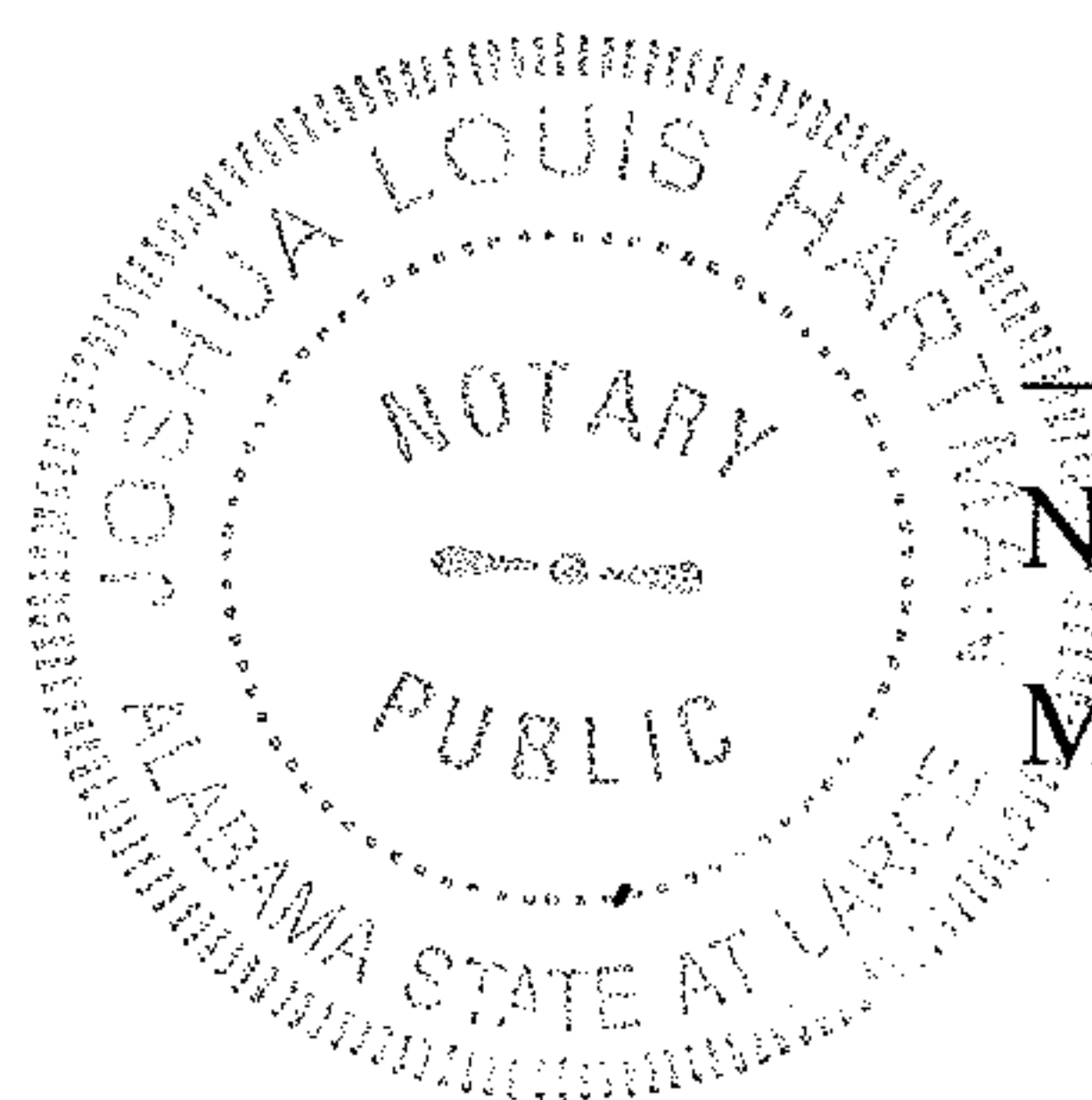
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that **Daryl Spears**, whose name as Chief Financial Officer of SB Holding Corp., as Managing Member 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 corporation, as Managing Member of said limited liability company.

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

[NOTARIAL SEAL]




Notary Public

My Commission Expires: 3/19/20

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 426 & 463, 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.

Lot 1062, according to the Survey of Blackridge Phase 1B, as recorded in Map Book 48, Page 84 A and B, in the Probate Office of Shelby County, Alabama.

Lot 76, according to the Survey of Brock Point Phase 2B, as recorded in Map Book 50, Page 26, 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
08/20/2019 10:53:12 AM
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Allen S. Bayal