

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, Brock Point Partners, LLC, an Alabama limited liability company and Blackridge 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 3, 2017, such mortgage being recorded on February 9<sup>th</sup>, 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 4<sup>th</sup>, 2019, as Instrument #20190304000067380 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$5,000,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on July 1, 2019, as Instrument No. 20190718000256520 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$6,000,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on December 26, 2019, as Instrument No. 20191226000476620 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$7,500,000.00;

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 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 30th day of December, 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

WITNESS:

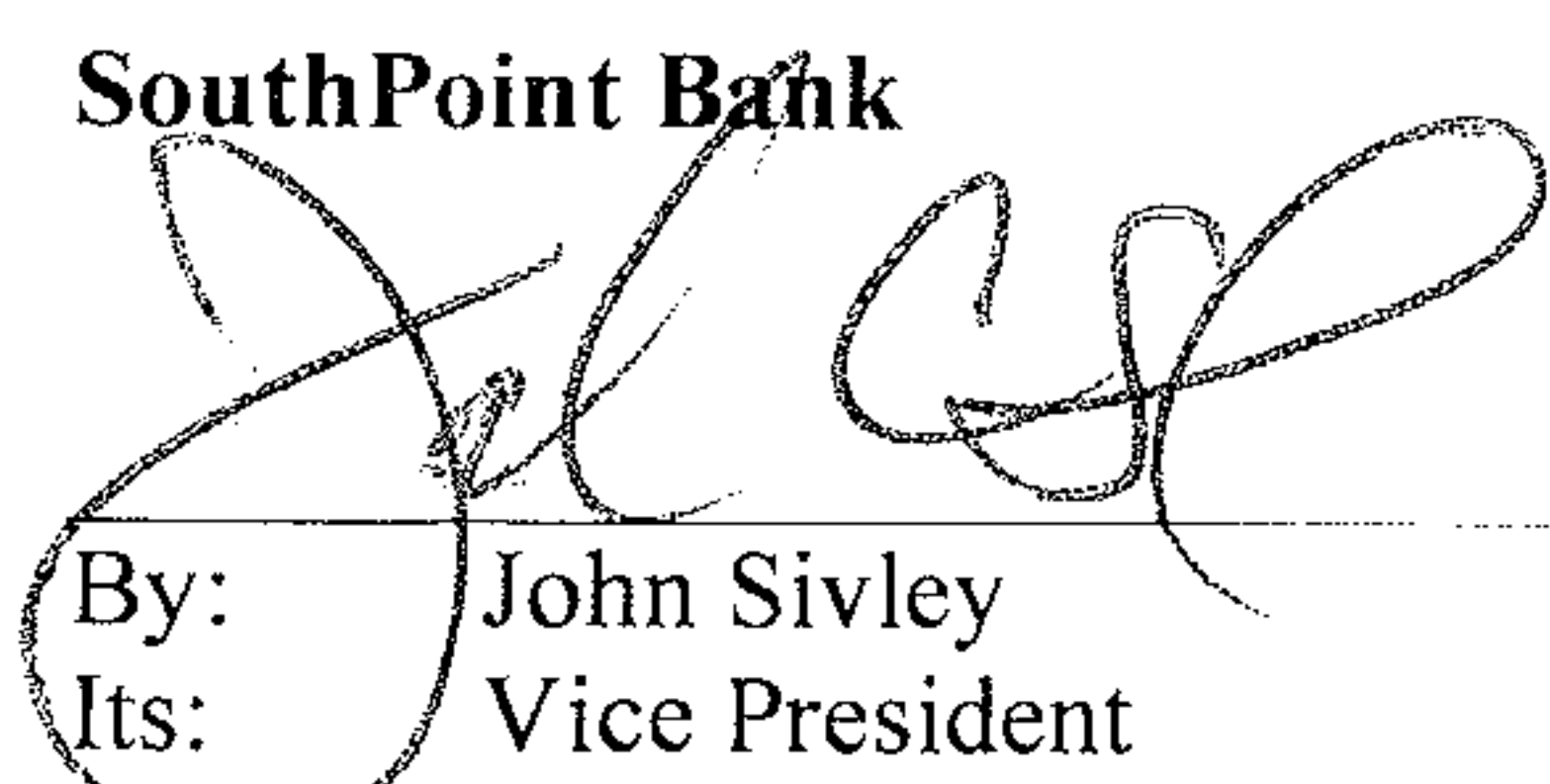
**Blackridge Partners, LLC**, an Alabama limited liability company

  
By: J. Daryl Spears  
Its: Chief Financial Officer

**BANK:**

WITNESS:

**SouthPoint Bank**

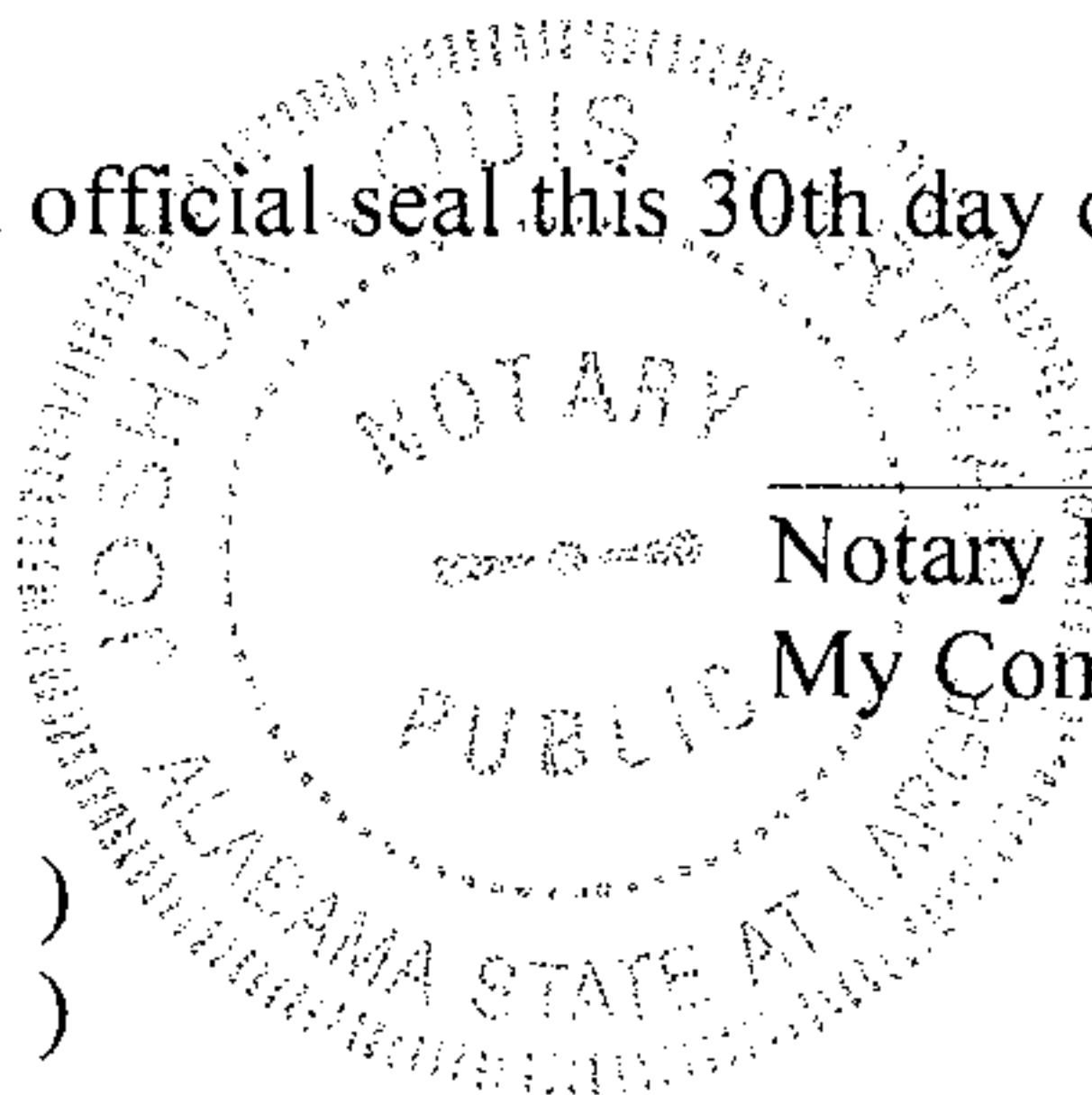
  
By: John Sivley  
Its: Vice President

*[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 30th day of December, 2019.



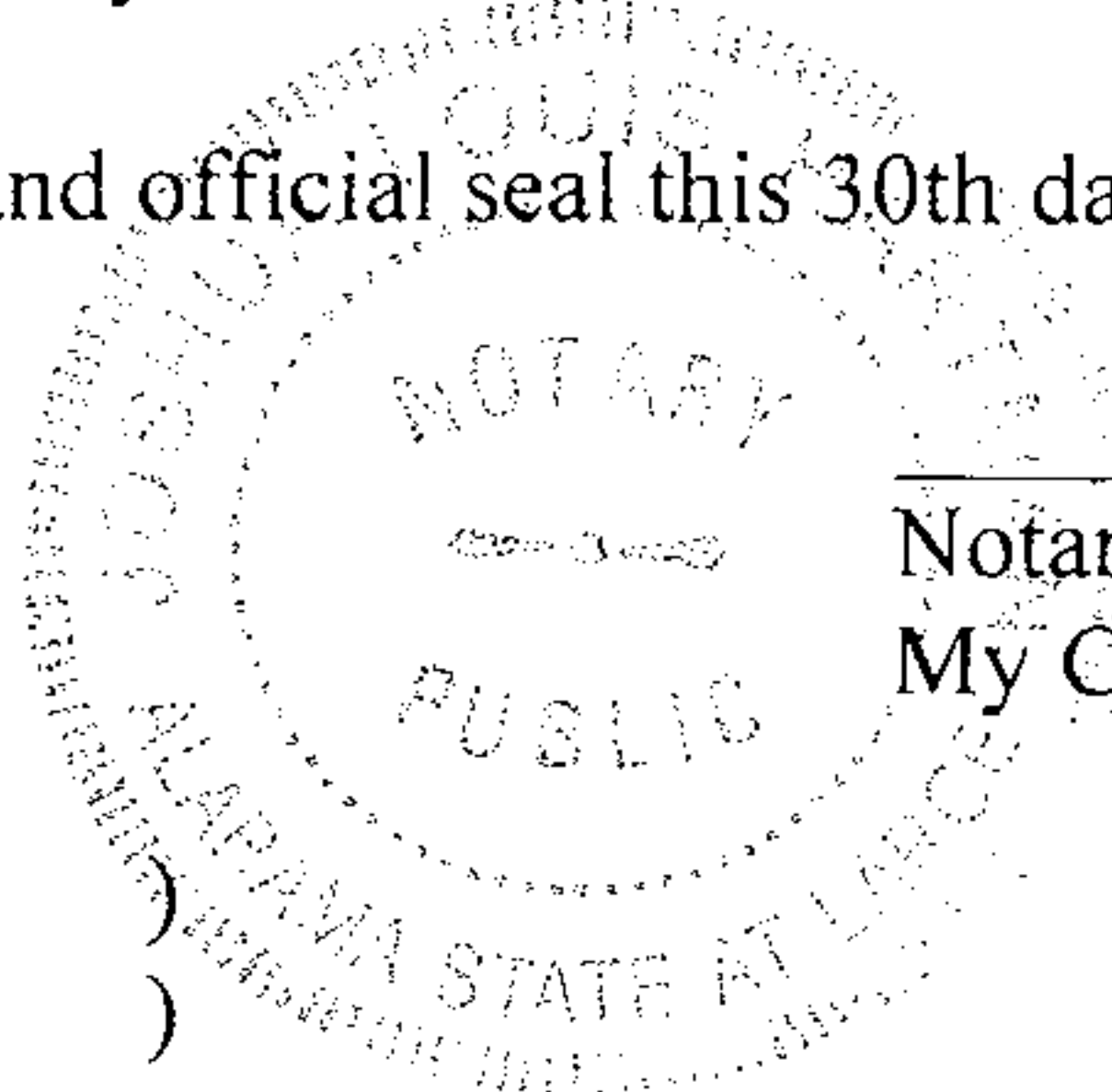
Notary Public  
My Commission Expires:

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

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

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 30th day of December, 2019.



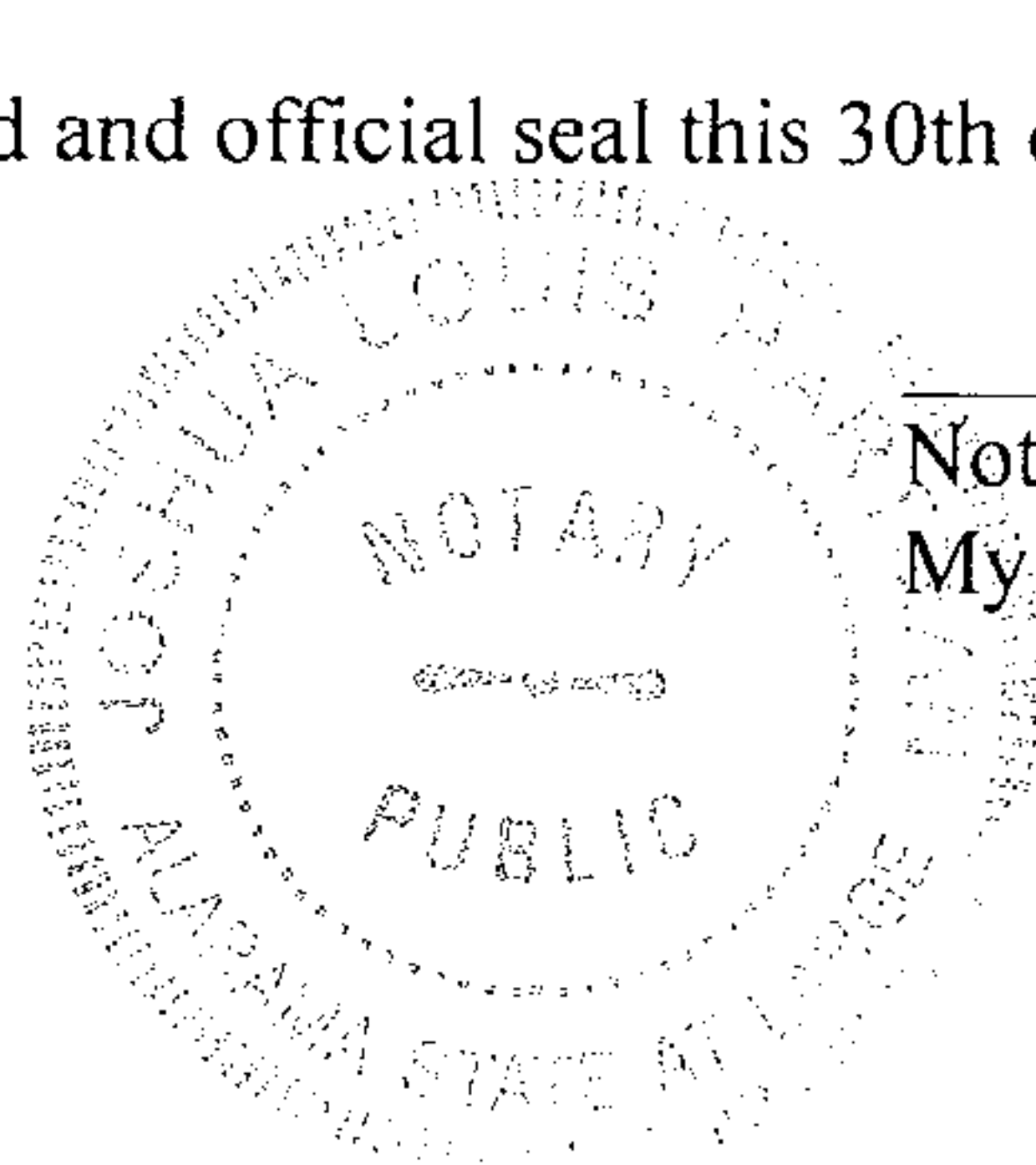
Notary Public  
My Commission Expires:

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

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

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 30th day of December, 2019.



Notary Public  
My Commission Expires:

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

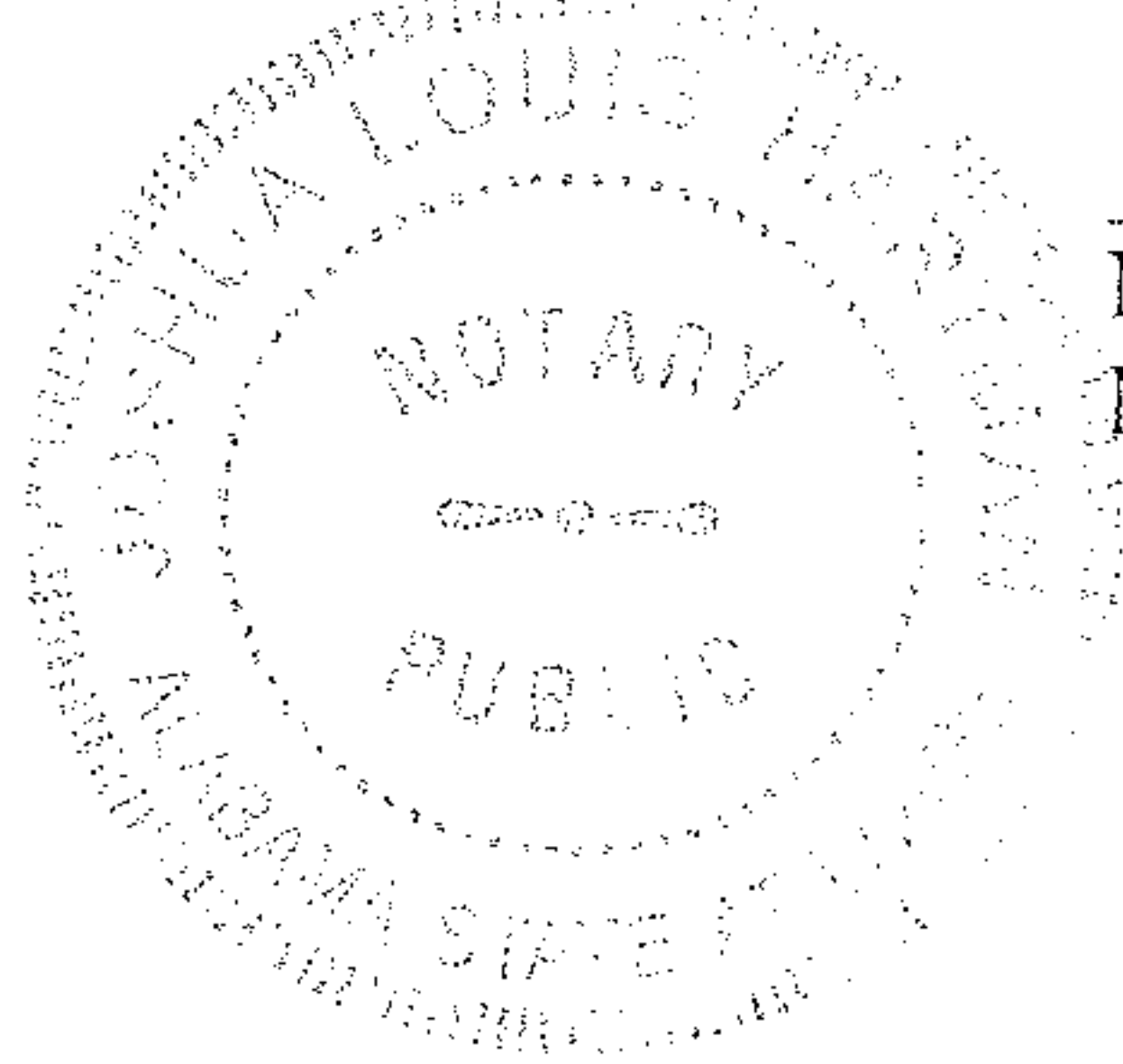
*[Acknowledgements Continued on Next Page]*



STATE OF ALABAMA           )  
COUNTY OF JEFFERSON    )

I, the undersigned Notary Public in and for said County in said State, hereby certify that 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, 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 30th day of December 2019.



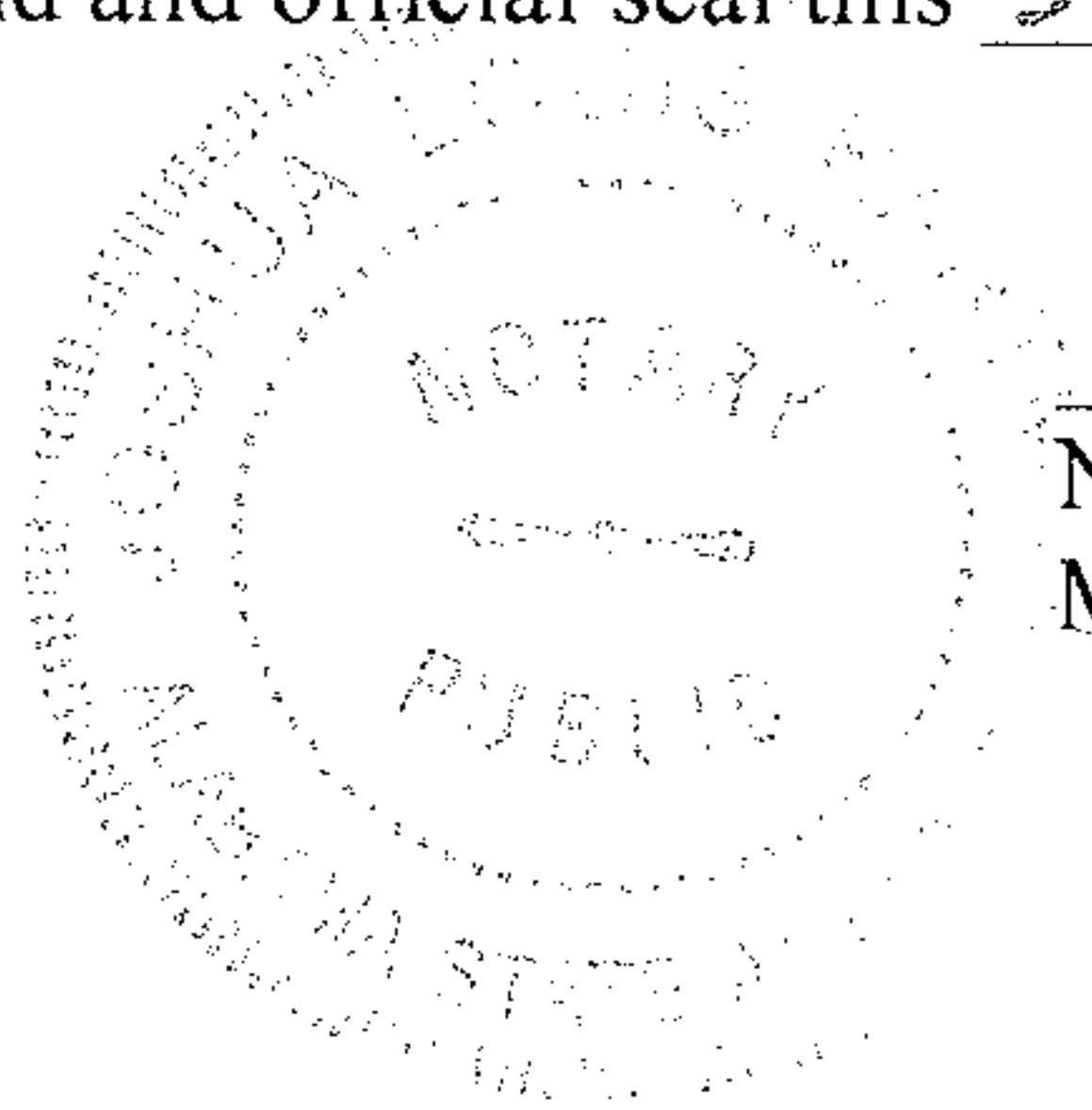
Notary Public  
My Commission Expires:

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

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 30<sup>th</sup> day of December, 2019.



Notary Public  
My Commission Expires:

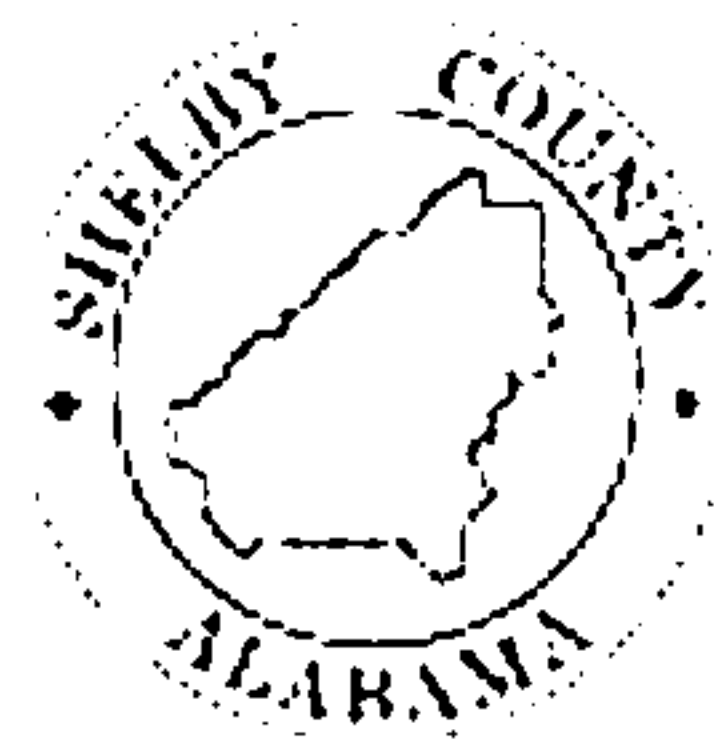
JOSHUA LOUIS HARTMAN  
Notary Public, Alabama State At Large  
My Commission Expires March 19, 2020

Lot 1111, according to the Survey of Blackridge Phase 1C, as recorded in Map Book 49, Page 62 A and B, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Taxes for the year 2020 and subsequent years, not yet due and payable;
2. Easements and building line as shown on recorded map;
3. Declaration of Covenants, Conditions and Restrictions recorded in Inst. No. 20171204000433480; First Amendment recorded in Inst. No. 20171204000433490; Second Amendment recorded in Inst. No. 20171219000452060; Third Amendment recorded in Inst. No. 20180926000344020 and Fourth Amendment recorded in Inst. No. 20180926000343080;
4. Certificate of Blackridge Residential Association, Inc. recorded in Inst. No. 20171204000433500;
5. Less and except any part of subject property lying within any lake;
6. Less and except any part of subject property lying within Cahaba River;
7. Riparian rights associated with the Lake under applicable State and/or Federal law;
8. Riparian rights associated with the Cahaba River under applicable State and/or Federal law;
9. Reservations, provisions, exceptions and conditions and rights set out in Real 112 page 876 and corrected by Real 328, at Page 1 and as set forth in that certain Deferred Interest Agreement of record in Real Book 247 page 599 and amended in Real Book 247 page 636 in the Office of the Judge of Probate of Shelby County, Alabama;
10. Easement Reservation as set out in Instrument 1994-3931 in the Probate Office of Shelby County, Alabama and Instrument 200260-2612 in the Probate Office of Jefferson County, Alabama;
11. Telecommunication Cable Easement by Court Order as recorded in Inst. No. 2012021700059230 and Inst. No. 2012021300053280;
12. Grant of Easement to Alabama Power Company as recorded in Inst. No. 20151006000350460, Inst. No. 20151006000324070, Inst. No. 20171120000419620, Inst. No. 20171102000397470, Inst. No. 20180316000088220 and Inst. No. 20180316000088230;
13. Assignment of Easement Rights by Riverwoods Holdings, LLC to Blackridge Partners, LLC as recorded in Inst. No. 20151230000443770;
14. Covenants, conditions, maintenance obligations and relocation rights contained in that certain Reciprocal Easement Agreement by and between Riverwoods Holdings, LLC and Blackridge Partners, LLC as recorded in Inst. No. 20151230000443730 amended in Inst. No. 20170816000296240;
15. Covenants, conditions, easements, restrictions, prohibitions and requirements contained in Declaration of Restrictive Covenants by and between Blackridge Partners, LLC and the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act and/or

- Section 10 of the Rivers and Harbors act as recorded in Inst. No. 2016-248830 and recorded map relating thereto as recorded in Inst. No. 2016-248840;
16. Right of way Agreement granted The Water Works Board of the City of Birmingham as recorded in Inst. No. 20170918000338670;
17. Restrictions contained in deed from developer.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/02/2020 12:27:04 PM  
\$43.00 CHERRY  
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*Allen S. Bayl*