

Loan No. 1004231

This Instrument Prepared By: Donald M. Warren, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, AL 35203, telephone 205-251-3000

After Recording, Return To: Wells Fargo Bank, Attn: Homebuilder Scanning
MAC N9300-091
600 S 4th Street, 9th floor, Minneapolis, MN 55415
Loan No. 1004231

SUPPLEMENT TO MORTGAGE

This Supplement to Mortgage (this "**Supplement**") is entered into as of February 24, 2020, by and among **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company ("**Lake Wilborn**"), **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company ("**Blackridge Partners**" together with Lake Wilborn, individually or collectively, the "**Mortgagor**") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**").

RECITALS:

Mortgagor together with **NSH CORP.**, an Alabama corporation ("**NSH**"), **SB DEV. CORP.**, an Alabama corporation ("**SBDC**"), **NSH NASHVILLE, LLC**, a Tennessee limited liability company ("**NSH Nashville**"), **BRENLEY CROSSING PARTNERS LLC**, a Tennessee limited liability company ("**Brenley Crossing**"), **JACKSON HILLS PARTNERS LLC**, a Tennessee limited liability company ("**Jackson Hills**"), **STOCKTON PARTNERS, LLC**, an Alabama limited liability company ("**Stockton Partners**"), and **MCDANIEL FARMS PARTNERS, LLC**, a Tennessee limited liability company ("**McDaniel Farms**", together with Mortgagor, NSH, SBDC, NSH Nashville, Brenley Crossing, Jackson Hills and Stockton Partners, individually or collectively, the "**Borrower**") is justly indebted to Lender for a revolving line of credit loan in the principal amount of up to \$30,000,000 (the "**Loan**"), which Loan is evidenced and secured by, *inter alia*, (i) that certain Third Amended and Restated Credit Facility Agreement dated effective as of December 28, 2017, as amended by Modification

THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE ABOVE-DESCRIBED MORTGAGE IS \$30,000,000.00, 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.

Agreement (the "**Modification Agreement**") dated December 31, 2017, as amended by Second Modification Agreement (the "**Second Modification Agreement**") dated May 3, 2018 (as modified, amended or restated, the "**Credit Agreement**"), (ii) that certain Fifth Amended and Restated Promissory Note Secured by Mortgage dated effective December 28, 2017 executed by Borrower in favor of Lender, as modified by the Modification Agreement and Second Modification Agreement (as modified, amended or restated, the "**Note**"), and (iii) that certain Mortgage and Security Agreement dated May 9, 2018 from Mortgagor in favor of Lender, recorded as Instrument No. 20180509000159420 in the Office of the Judge of Probate of Shelby County, Alabama (as amended from time to time, the "**Mortgage**"). *Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Mortgage.*

Mortgagor has requested that the Mortgage be amended to add additional property as additional security for the Indebtedness (subject to the foregoing limitation) and other Obligations, and Lender has consented to amend the Mortgage to do so.

AGREEMENT

NOW, THEREFORE, in consideration of the above provisions, and in further consideration of the mutual covenants contained in this Supplement, the parties agree as follows:

1. Supplement and Amendments to Mortgage. The Mortgage is supplemented and amended 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 Mortgagor 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). Mortgagor 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.

Continued Effectiveness of Documents. In all other respects the Mortgage shall remain unchanged and in full force and effect, and Mortgagor affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or other documents secured thereby or executed in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the date appearing on the first page of this Supplement.

MORTGAGOR:

LAKE WILBORN PARTNERS, LLC,
an Alabama limited liability company

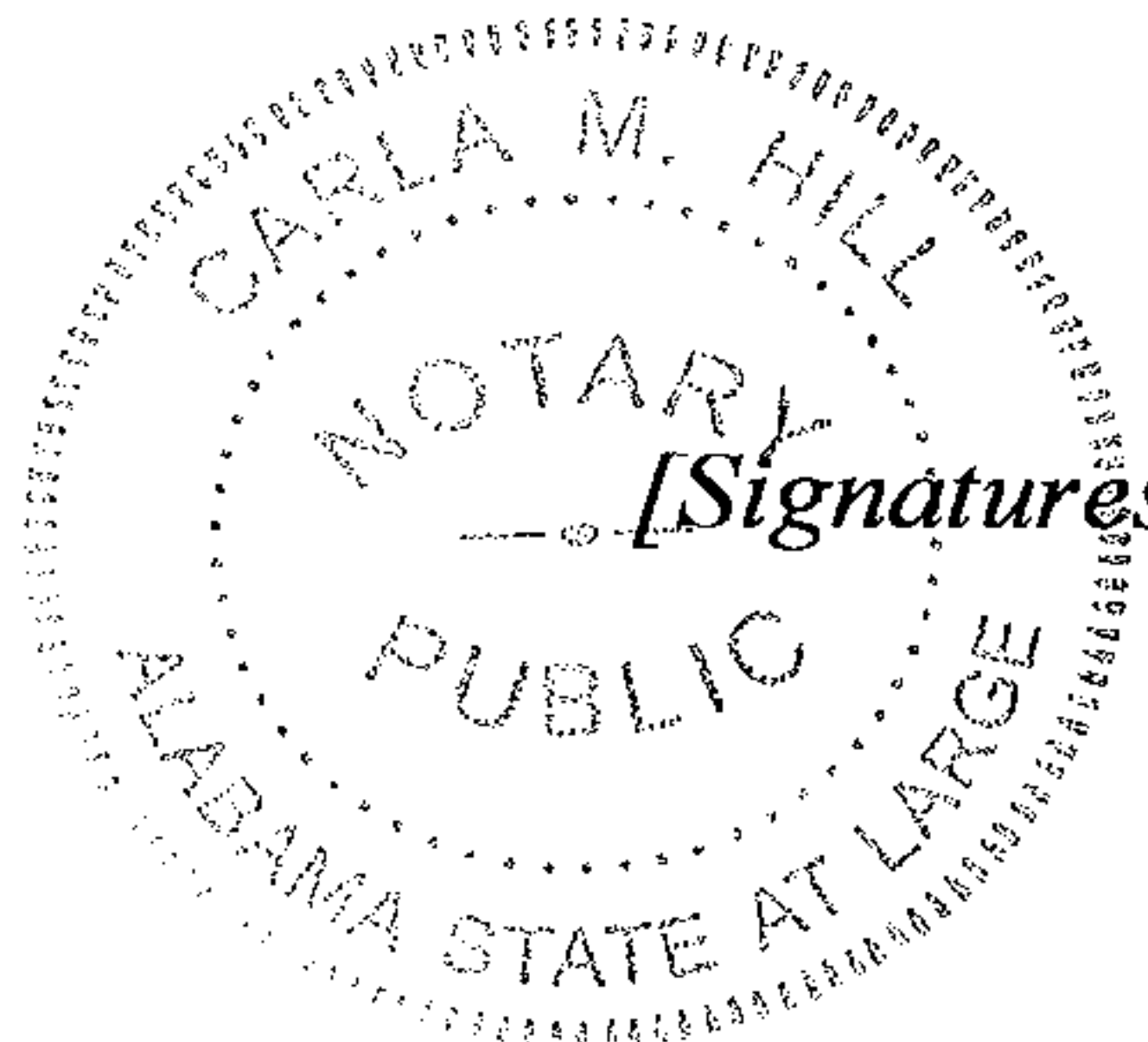
By: 
Print Name: J. Daryl Spears
Its: Chief Financial Officer

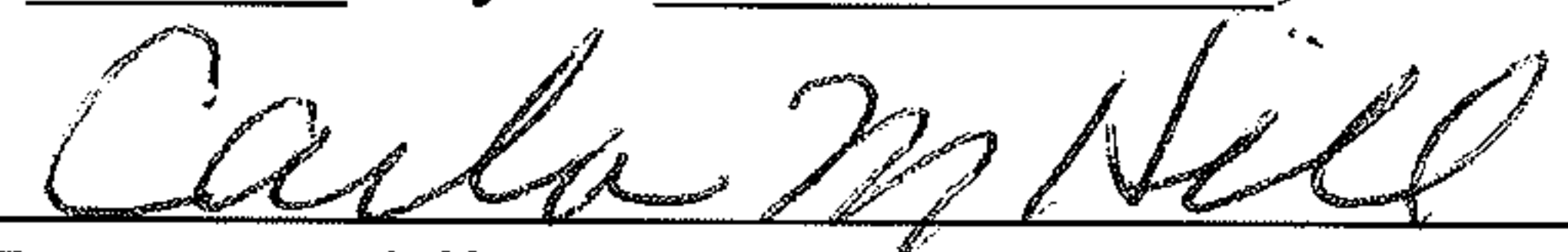
STATE OF ALABAMA §
 §
COUNTY OF JEFFERSON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Daryl Spears, whose name as CFO 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, he, as such officer 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 the 24th day of February, 2020.

[S E A L]




Notary Public
My Commission Expires: 03/23/23

[Signatures Continued on Next Page]

The undersigned hereby consents to the Supplement.

LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

BY: Tina Spurgeon
Print Name: Tina Spurgeon
Vice President

STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certifies that Tina Spurgeon, whose name as Vice President of Wells Fargo Bank, National Association, 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 such instrument, s/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 seal, this 25th day of February 2020.

Shobha Patel
Notary Public
Print Name: SHOBHA PATEL
My commission expires: 02/08/2022

[NOTARY SEAL]

Shobha Patel
NOTARY PUBLIC
Forsyth County, NC
My Comm. Expires Feb. 08, 2022

[End of Signatures]

EXHIBIT A

LAKE WILBORN PARTNERS, LLC:

Lots 524, 533 AND 534, according to the Survey of Lake Wilborn Phase 5B, as recorded In Map Book 51, Page 92, in the Probate Office of Shelby County, Alabama.

Lots 560, according to the Survey of Lake Wilborn Phase 5C, as recorded In Map Book 51, Page 94, 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
02/26/2020 10:56:33 AM
\$35.00 CHERRY
20200226000075170

Allen S. Bayal