

This instrument Prepared By:
Hartman, Springfield & Walker, LLP
Joshua L. Hartman, Esq.
3138 Cahaba Heights Rd., Suite 110
Birmingham, AL 35243

STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT
AND
ASSIGNMENT OF RENTS AND LEASES

This Amendment made effective as of the 30 day of April, 2020 between **ServisFirst Bank** (the “Lender”), **Blackridge Partners, LLC**, an Alabama limited liability company (“Blackridge”), **Flemming Partners, LLC**, an Alabama limited liability company (“Flemming”), **Lake Wilborn Partners, LLC**, an Alabama limited liability company (“Wilborn”), **Stockton Partners, LLC**, an Alabama limited liability company (“Stockton”), **SB Holding Corp.**, an Alabama corporation (“SB Holding”), **SB Dev. Corp.**, an Alabama corporation (“SB Dev”) and **NSH Corp.**, an Alabama corporation (“NSH” and, together with Blackridge, Flemming, Wilborn, Stockton, SB Holding and SB Dev, individually and collectively, the “Borrower”, whether one or more).

WHEREAS, in connection with a revolving line of credit for construction of residential homes (the “Loan”) from Lender to Borrower in the original principal amount of \$10,000,000.00, the Borrower executed and delivered to Lender, or otherwise authorized the filing of, among other documents (collectively, the “Loan Documents”), the following documents dated as of December 23, 2019, to evidence and secure the Loan: (i) Revolving Promissory Note in the amount of \$10,000,000.00 (the “Note”); (ii) Revolving Loan Agreement (the “Loan Agreement”); (iii) Mortgage and Security Agreement, recorded at Instrument No. 2019135463 in the Probate Office of Jefferson County, Alabama and at Instrument No. 20200103000005520 in the Probate Office of Shelby County, Alabama (the “Mortgage”); and (iv) Assignment of Rents and Leases, recorded at Instrument No. 2019135464 in the Probate Office of Jefferson County, Alabama and at Instrument No. 20200103000005530 in the Probate Office of Shelby County, Alabama (the “Assignment”) ; and

WHEREAS, Borrower and Lender have agreed to amend the Mortgage and Assignment 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 and Assignment are amended as follows:

1. Exhibit A to the Mortgage and Assignment are amended to add the parcels of real property described on Exhibit A-1 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, lien 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 and the Assignment and under the same terms, conditions, warranties and representations as set forth in the Mortgage and the Assignment, all of which are hereby adopted by reference.

2. Borrower hereby warrants that, subject to Permitted Encumbrances (as defined in the Loan Agreement) 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.
3. All references in the other Loan Documents to the Mortgage and the Assignment shall mean the Mortgage and the Assignment, as amended hereby.
4. Except as modified herein, all other terms and conditions of the Loan Documents shall remain in full force and effect.
5. 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 (Mortgagee, Secured Party):

ServisFirst Bank

By: 

Name: Clark Zinsmeister

Title: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clark Zinsmeister whose name as the Vice President of ServisFirst Bank, 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 this 30 day of April, 2020.

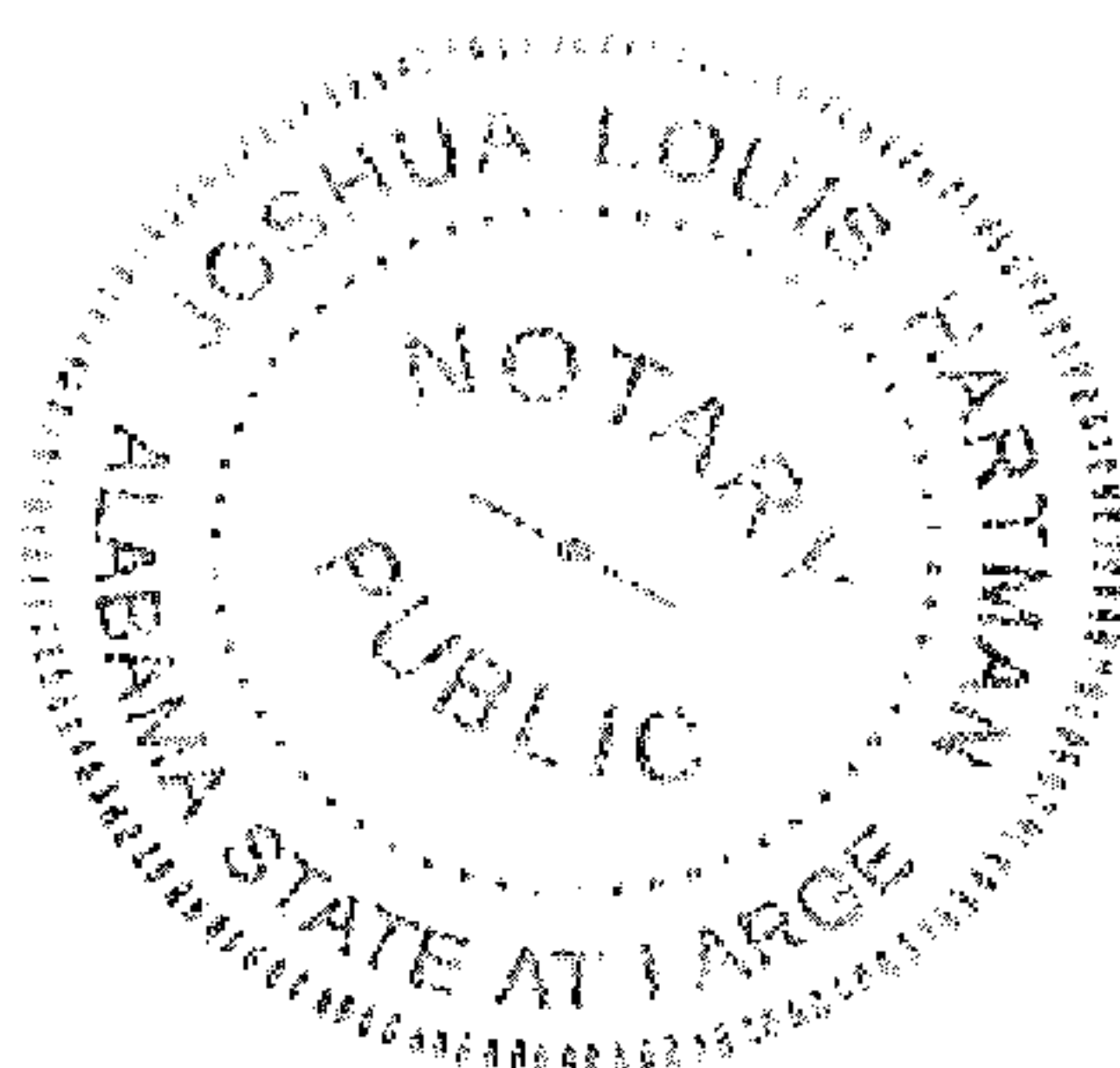

Notary Public

My Commission Expires:

JOSHUA LOUIS HARTMAN

Notary Public, Alabama State At Large
My Commission Expires March 19, 2024

NOTARIAL SEAL



BORROWER (Mortgagor, Debtor):

Blackridge Partners, LLC

By: SB Holding Corp.
Its: Managing Member

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

Flemming Partners, LLC

By: SB Holding Corp.
Its: Sole Member

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

Lake Wilborn Partners, LLC

By: SB Holding Corp.
Its: Managing Member

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

Stockton Partners, LLC

By: SB Holding Corp.
Its: Managing Member

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

SB Holding Corp.

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

SB Dev. Corp.

By: [Signature]
Name: J. Daryl Spears
Title: Chief Financial Officer

NSH Corp.

By: [Signature]
Name: J. Daryl Spears
Title: Chief Financial Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer of SB Holding Corp., an Alabama corporation, 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 the instrument, he, as such officer 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 this 30 day of APRIL, 2020.

NOTARIAL SEAL

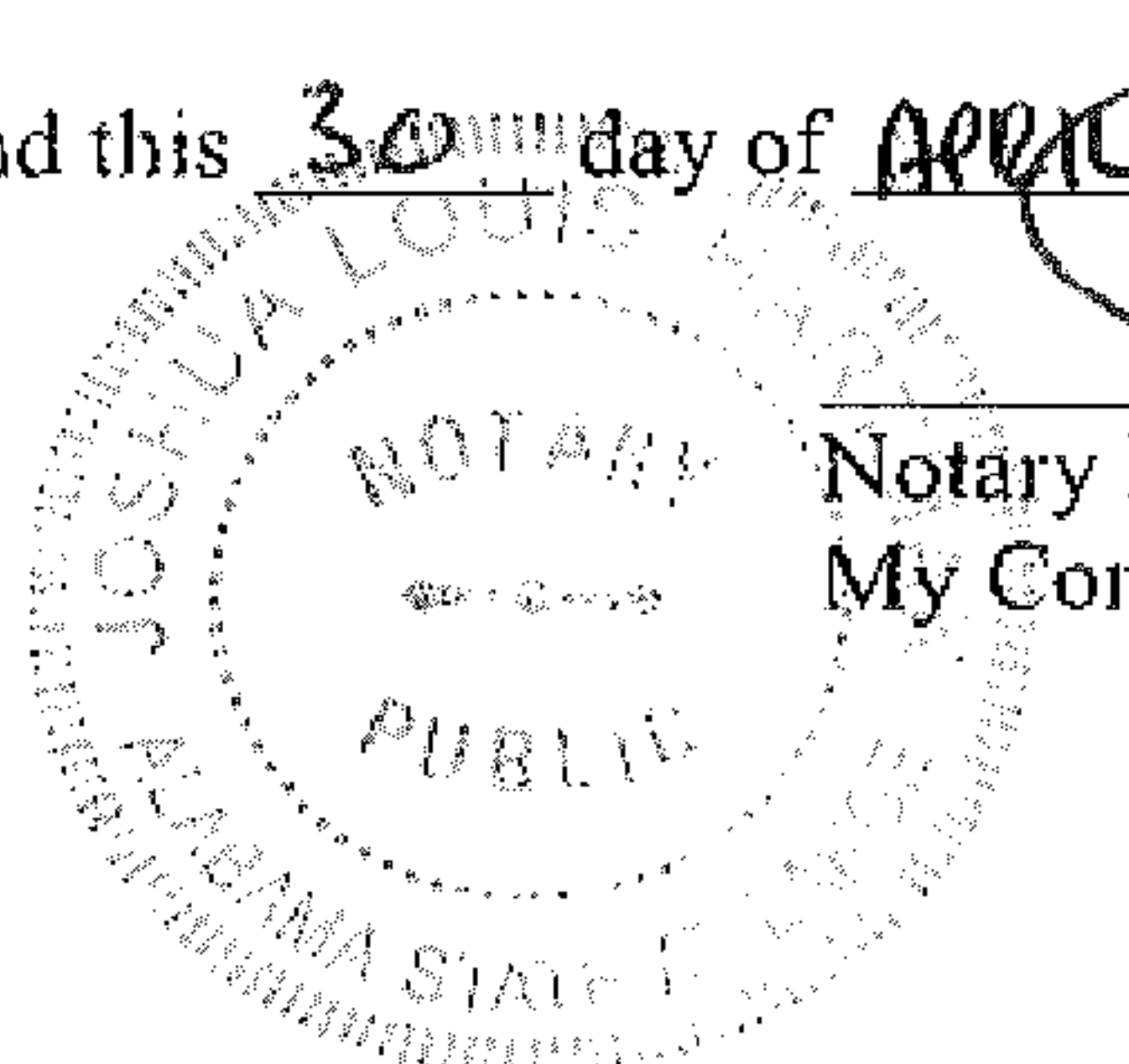
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

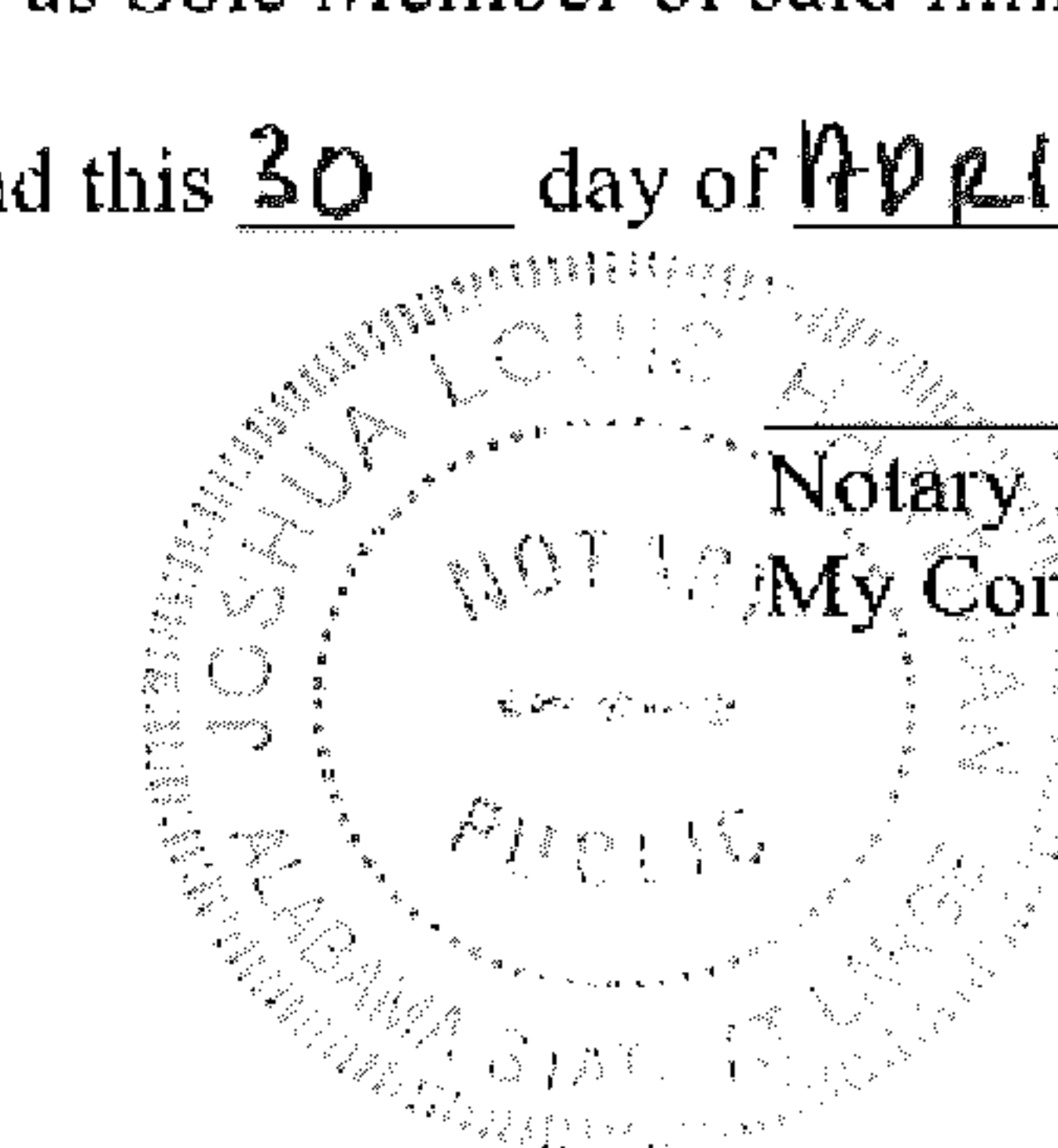
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as Sole Member of **Flemming Partners, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Sole Member of said limited liability company.

Given under my hand this 30 day of APRIL, 2020.

NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

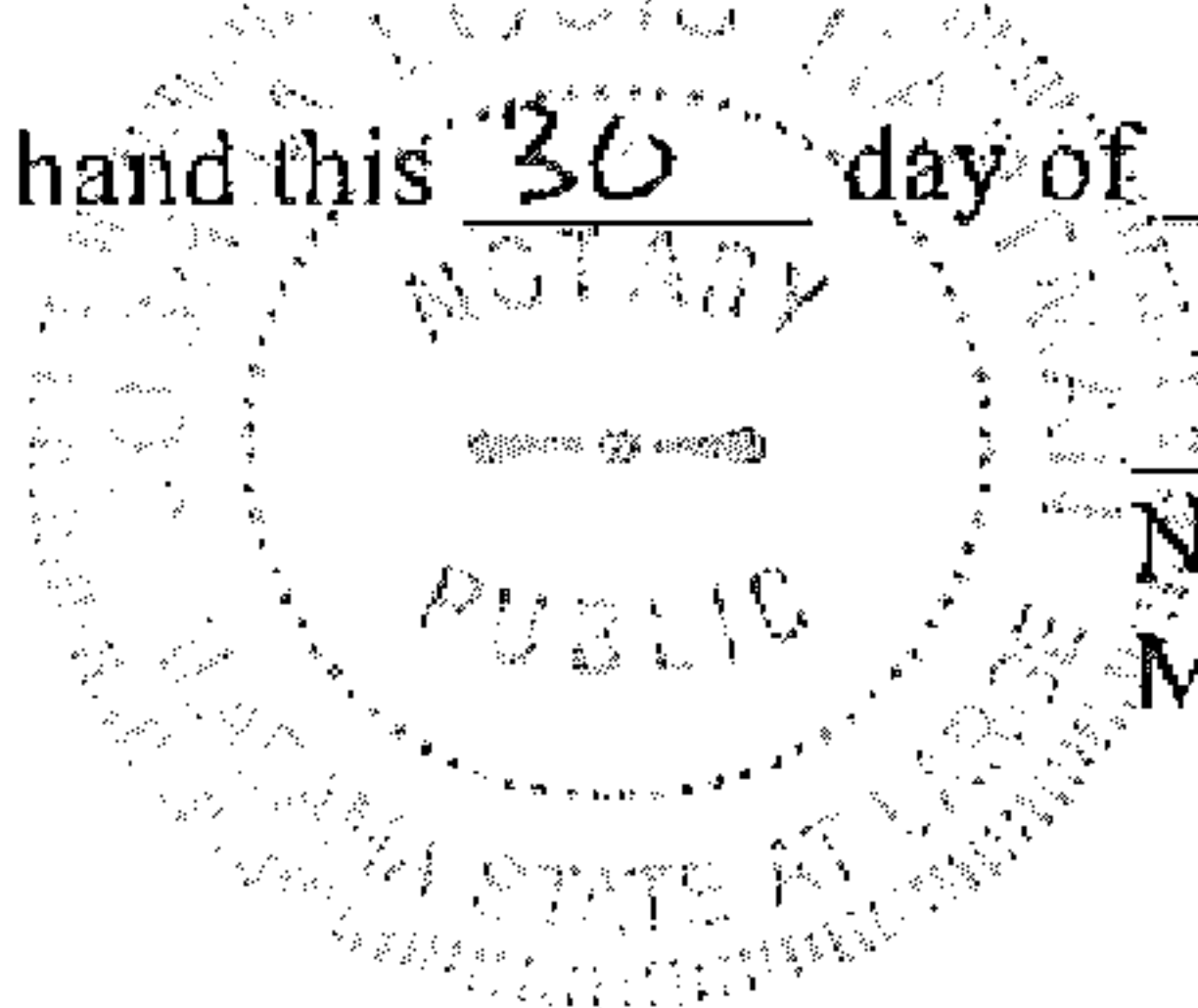

Notary Public
My Commission Expires: JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2021


Notary Public
My Commission Expires: JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2021

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the 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 the instrument, he, as such officer 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 this 30 day of APRIL, 2020.



Notary Public

My Commission Expires:

JOSHUA LOUIS HARTMAN

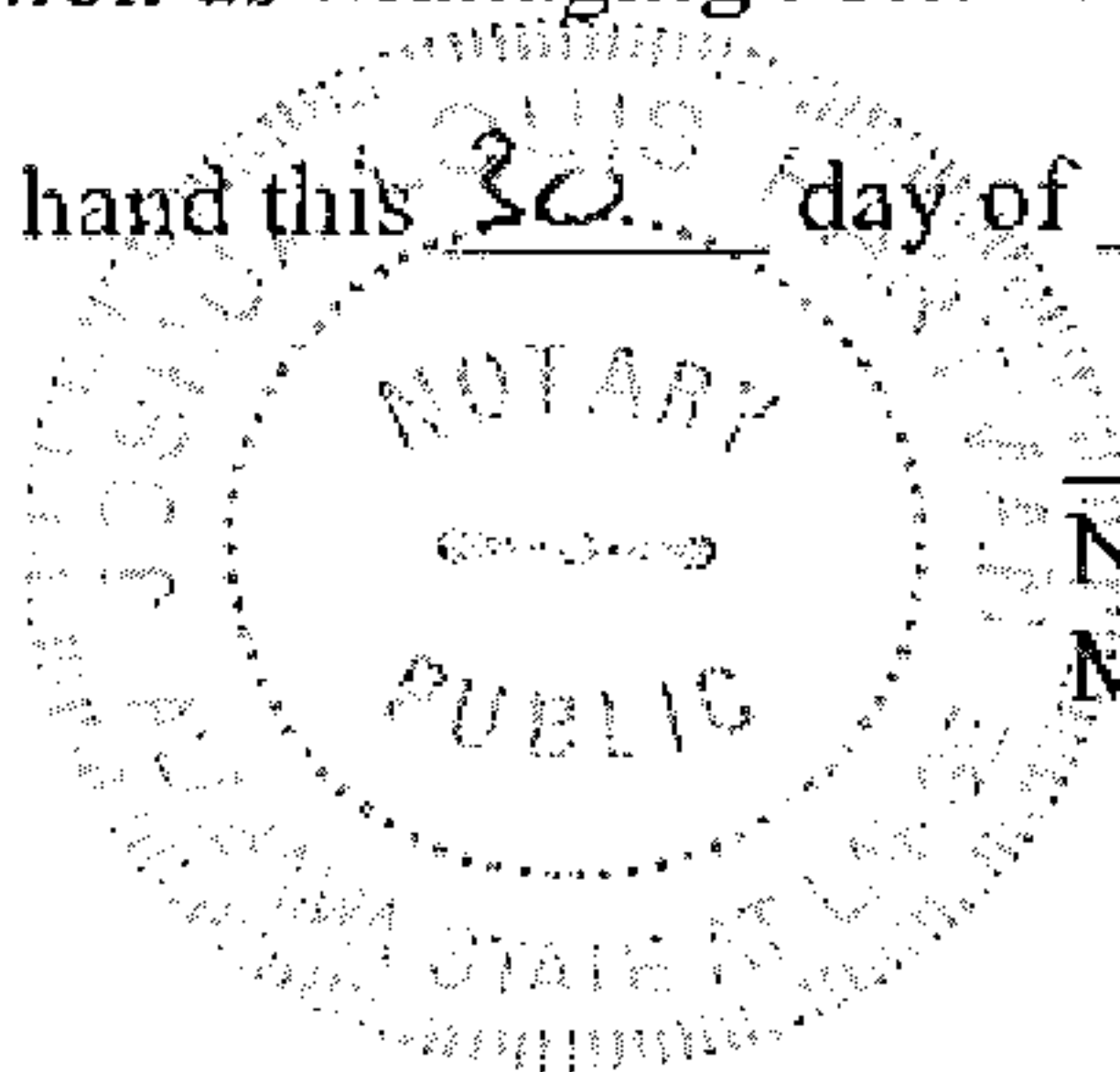
Notary Public, Alabama State At Large
My Commission Expires March 19, 2024

NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as Managing Member of **Stockton 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 the instrument, he, as such officer 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 this 30 day of APRIL, 2020.



Notary Public

My Commission Expires:

JOSHUA LOUIS HARTMAN

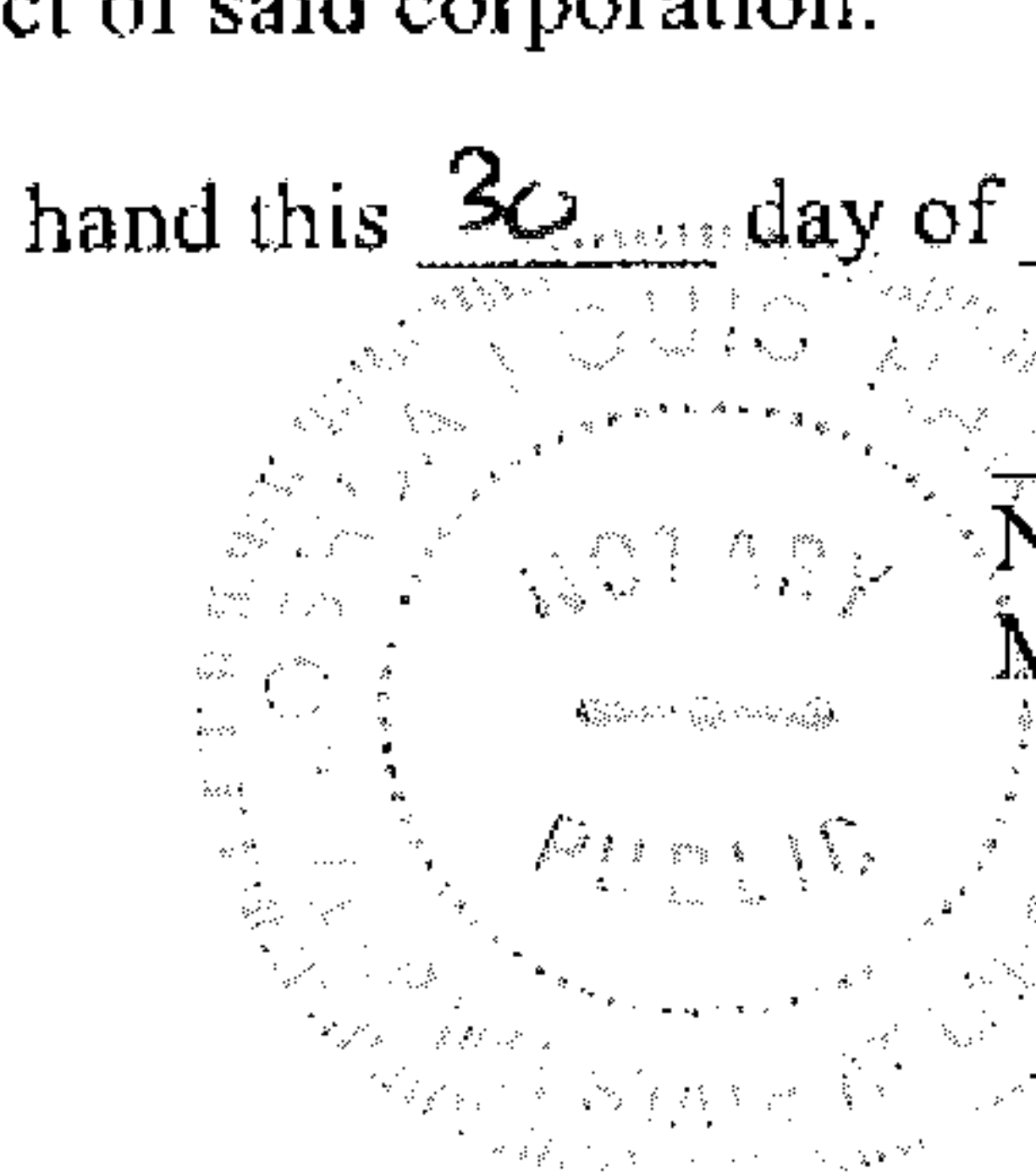
Notary Public, Alabama State At Large
My Commission Expires March 19, 2024

NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the 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 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 this 30 day of APRIL, 2020.



Notary Public

My Commission Expires:

JOSHUA LOUIS HARTMAN

Notary Public, Alabama State At Large
My Commission Expires March 19, 2024

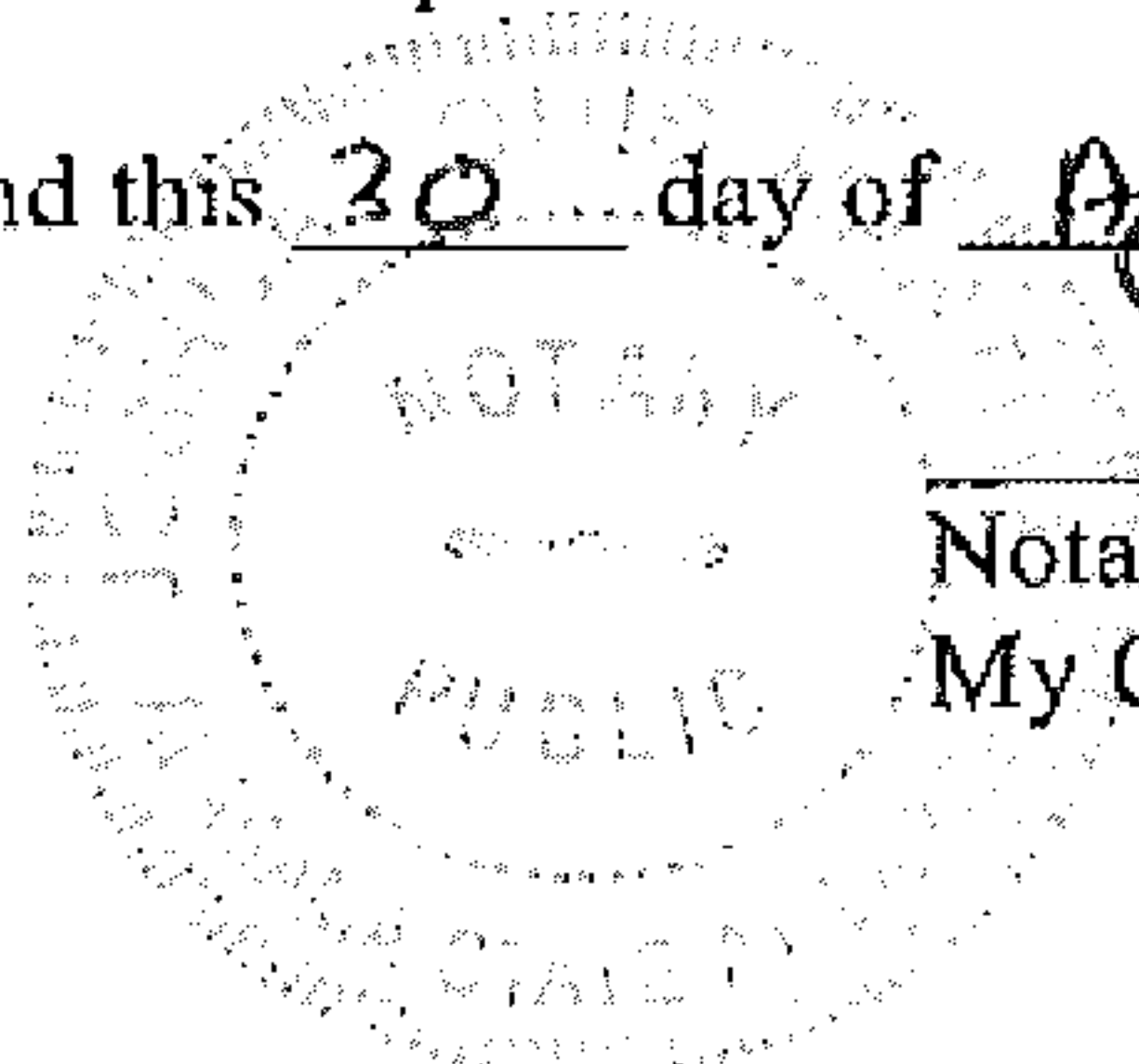
NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the 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 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 this 30 day of APRIL, 2020.

NOTARIAL SEAL



Notary Public

My Commission Expires: JOSHUA LOUIS HARTMAN

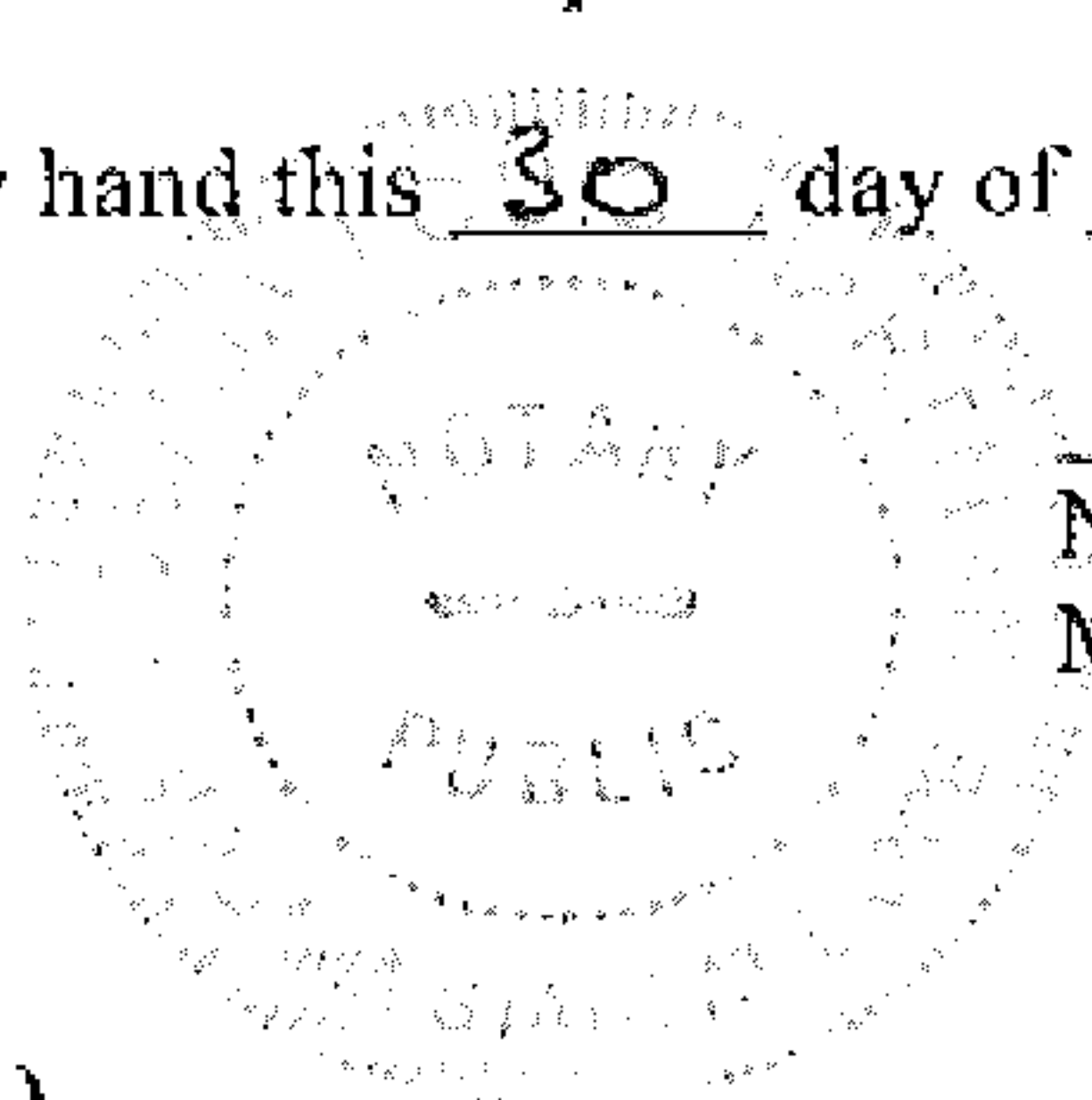
Notary Public, Alabama State At Large
My Commission Expires March 19, 2024

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as the Chief Financial Officer of **NSH 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 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 this 30 day of APRIL, 2020.

NOTARIAL SEAL



Notary Public

My Commission Expires: JOSHUA LOUIS HARTMAN

Notary Public, Alabama State At Large
My Commission Expires March 19, 2024

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as the _____ of **ServisFirst Bank**, 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 this _____ day of _____, 2020.

NOTARIAL SEAL

Notary Public

My Commission Expires: _____

EXHIBIT A

Lot 522, and 529 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.

AND

Lot 553 and 555 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
05/05/2020 02:26:52 PM
\$49.00 CHERRY
20200505000175990

Allie S. Bayl