

This instrument Prepared By:

Rev. 8-26-19

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 January 22, 2021, between **TRUSTMARK NATIONAL BANK**, a national banking association (the "**Lender**"), and **LAKE WILBORN PARTNERS, LLC.**, an Alabama limited liability company ("Lake Wilborn"), **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"), and **BLACKRIDGE PARTNERS, LLC.**, an Alabama limited liability company ("Blackridge") (Lake Wilborn, SB Holding, 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, 20180918000334010, 20190820000304770 and 20201006000452920 in said Probate Office (collectively, as amended and as may be amended from time to time, the "**Mortgage**"); and

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. **Exhibit A** to the Mortgage is 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, alien 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 under the same terms, conditions, warranties and representations as set forth in the Mortgage, all of which are hereby adopted by reference.

2. Borrower hereby warrants that, subject to those matters set forth on **Exhibit B-1** hereto, 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 shall mean the Mortgage, as amended hereby.
4. Except as modified herein, all other terms and conditions of the Mortgage 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.
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.

[remainder of this page is blank – signature pages follow]

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

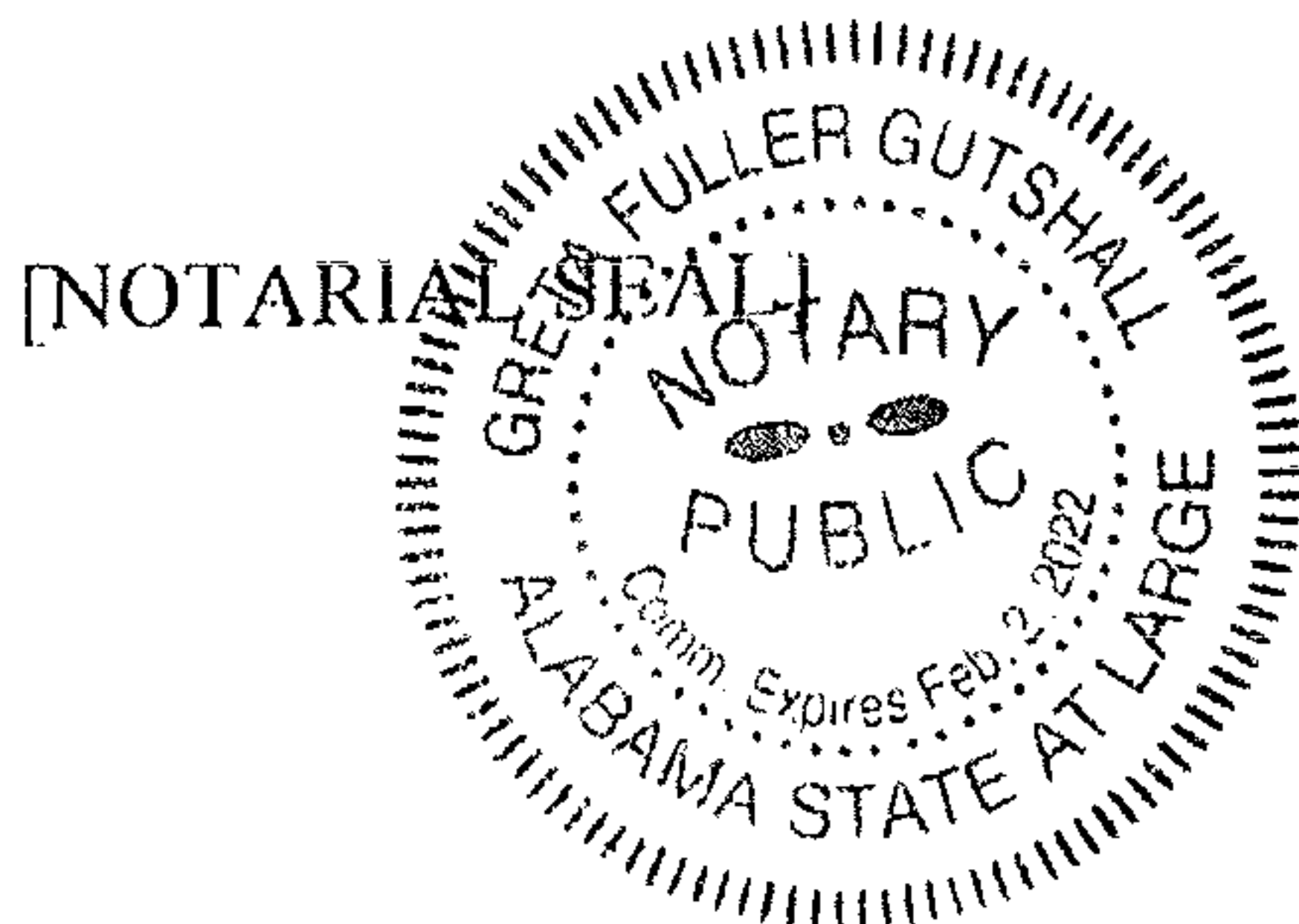
Title: Senior Vice President


STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Senior Vice President 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 22nd day of January, 2021.





Notary Public

My Commission Expires: 2-2-2022

BORROWER:

LAKE WILBORN PARTNERS, LLC,
an Alabama limited liability company

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

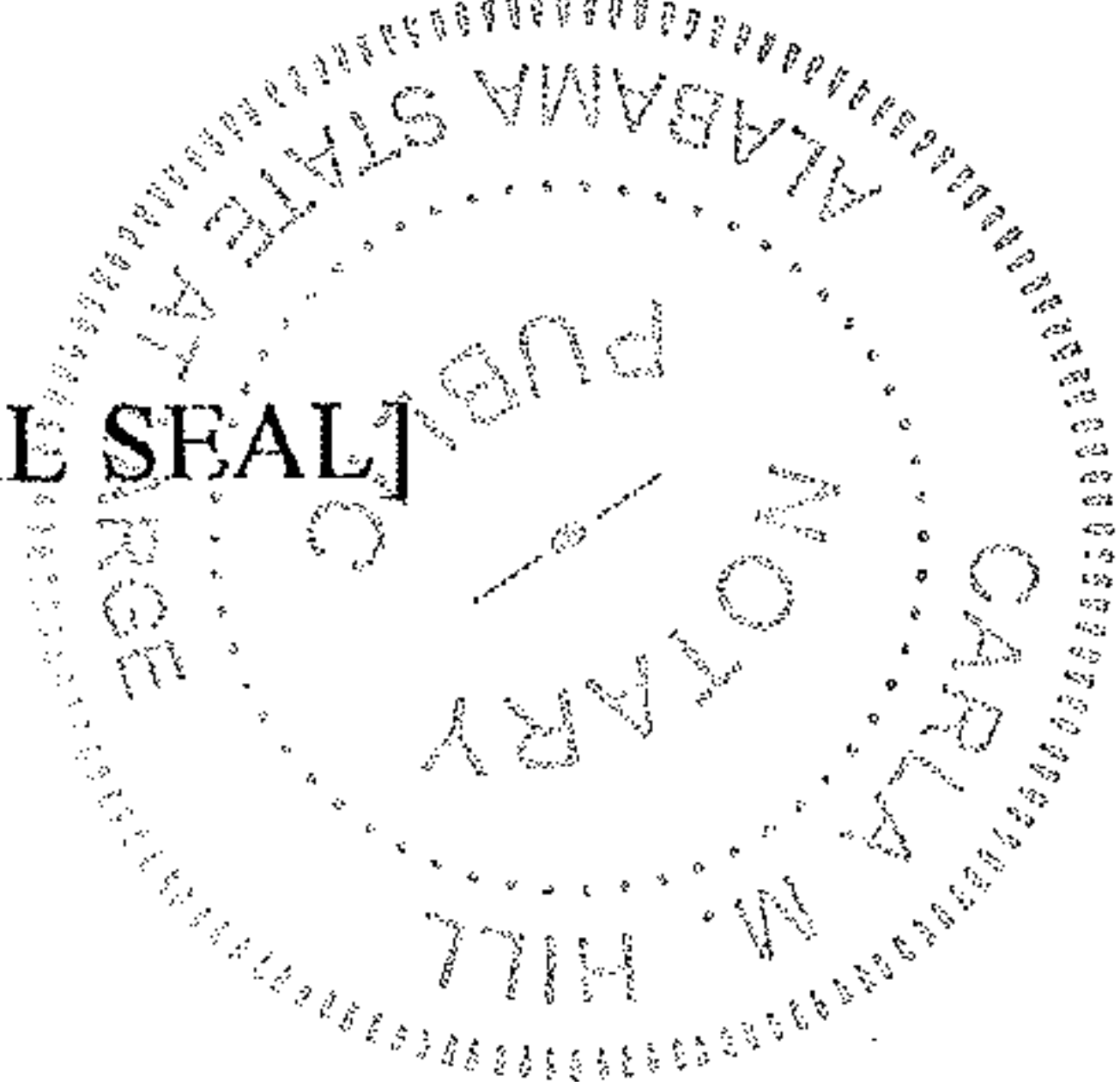
By: 
Daryl Spears, its Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, 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 22nd day of January, 2021.

[NOTARIAL SEAL]





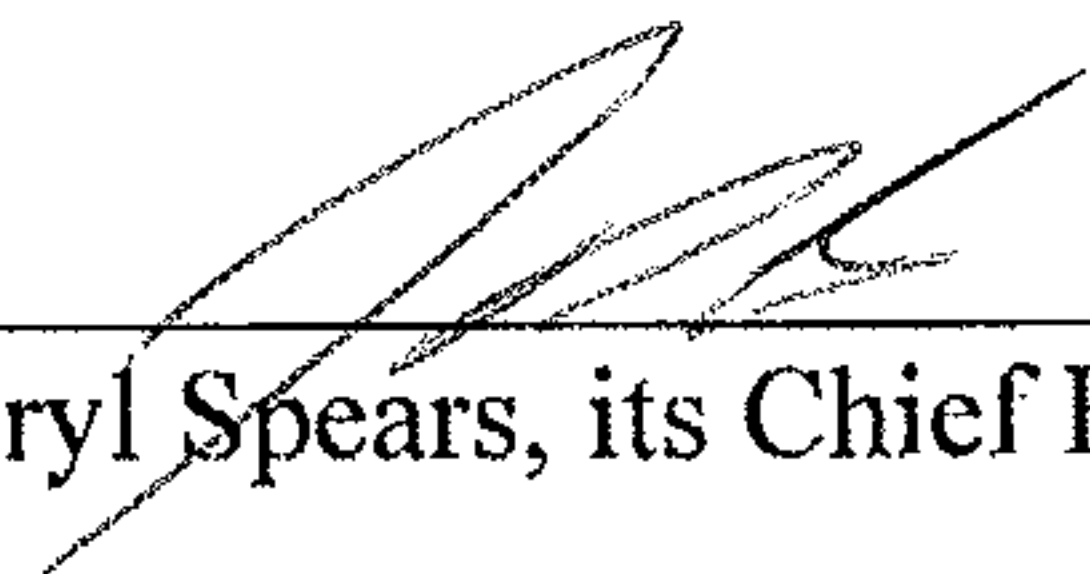
Notary Public

My Commission Expires: _____

My Commission Expires March 23, 2023

BORROWER:

SB HOLDING CORP.,
an Alabama corporation

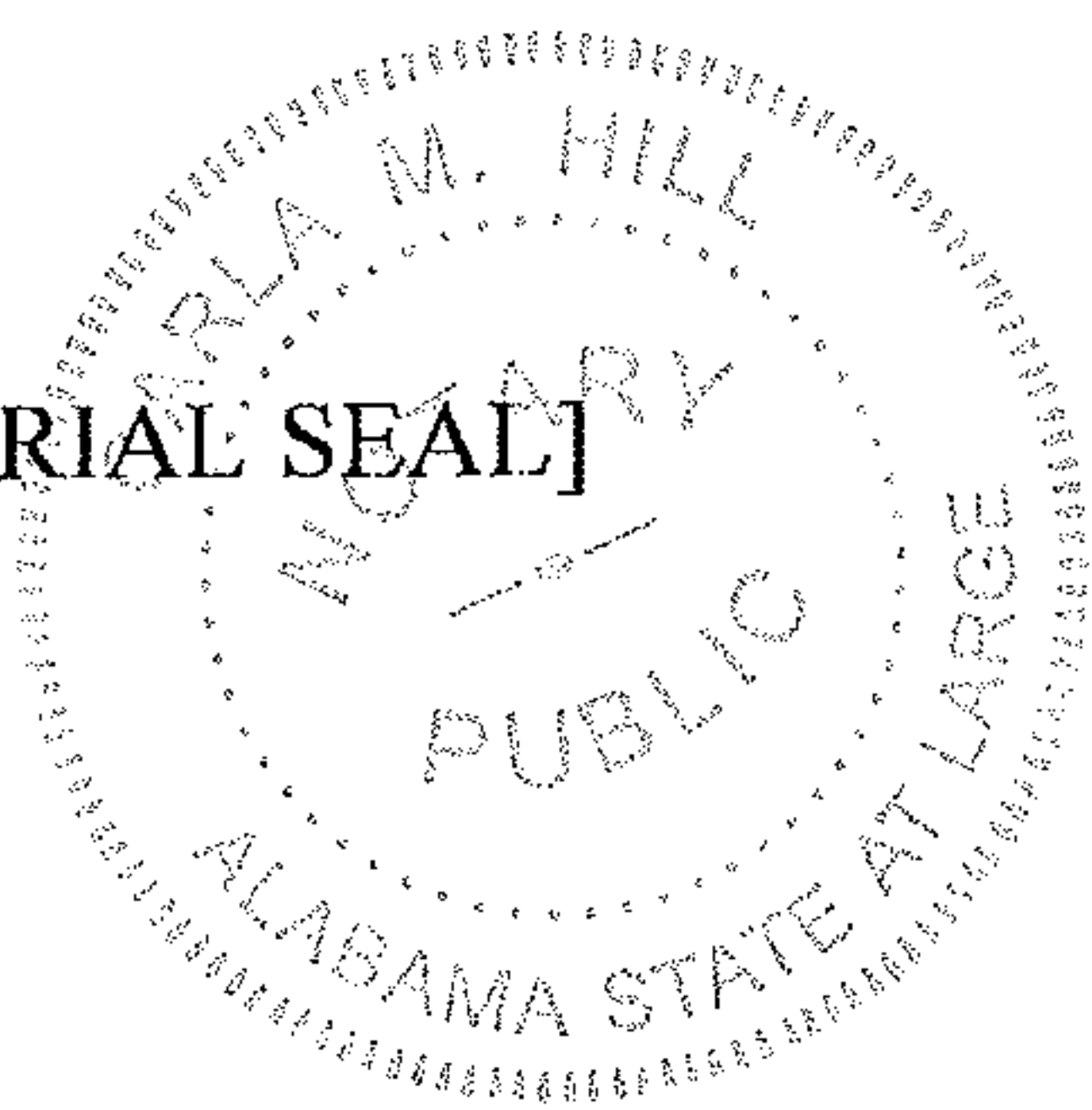
By: 
Daryl Spears, its Chief Financial Officer


STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said County, in said State, hereby certify that **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 22nd day of January, 2021.

[NOTARIAL SEAL]




Notary Public
My Commission Expires: _____

My Commission Expires March 23, 2023

BORROWER:

SB DEV. CORP.,
an Alabama corporation

By:


Daryl Spears, its 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 **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.

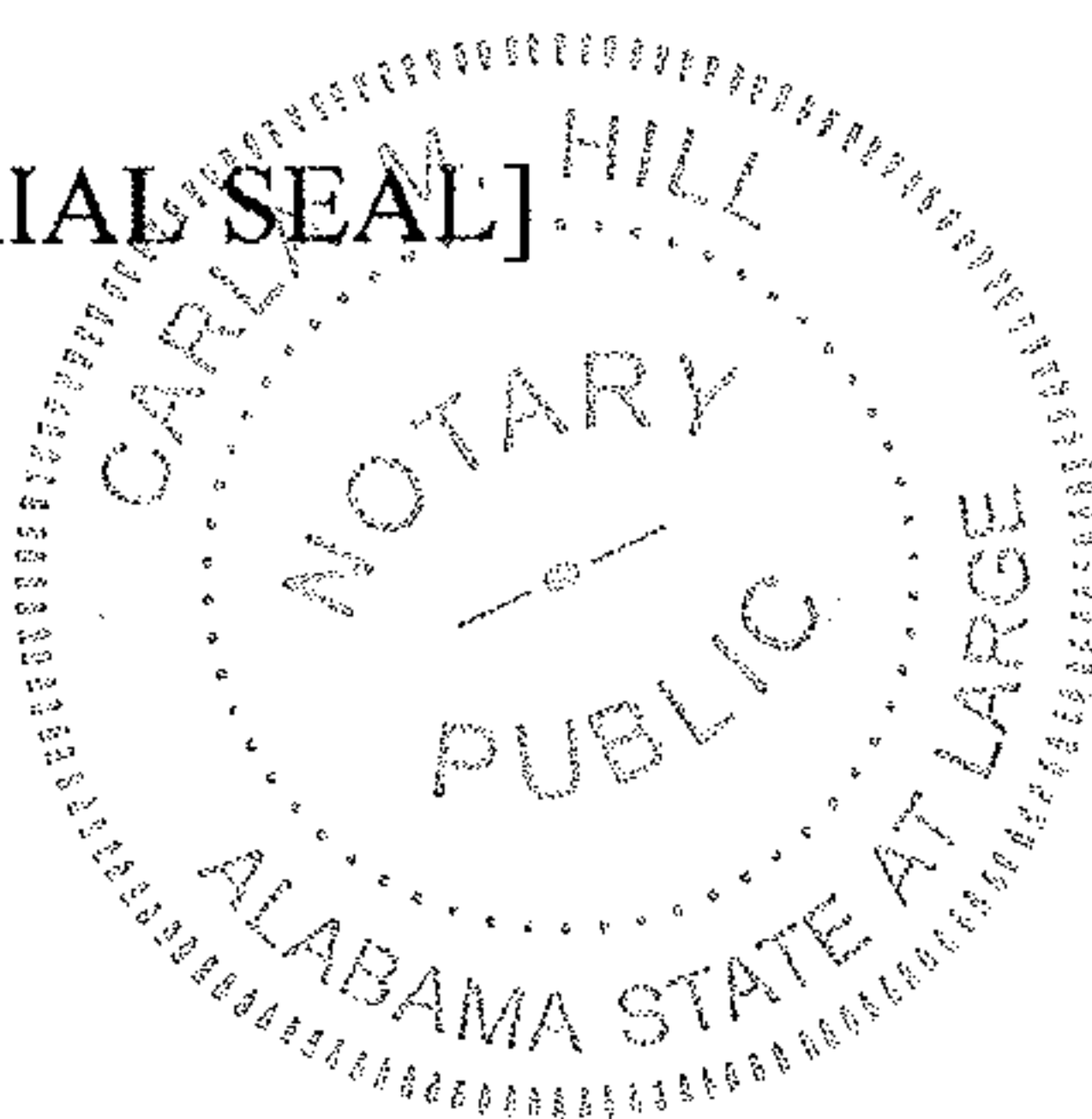
Given under my hand and official seal this 22nd day of January, 2021.



Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

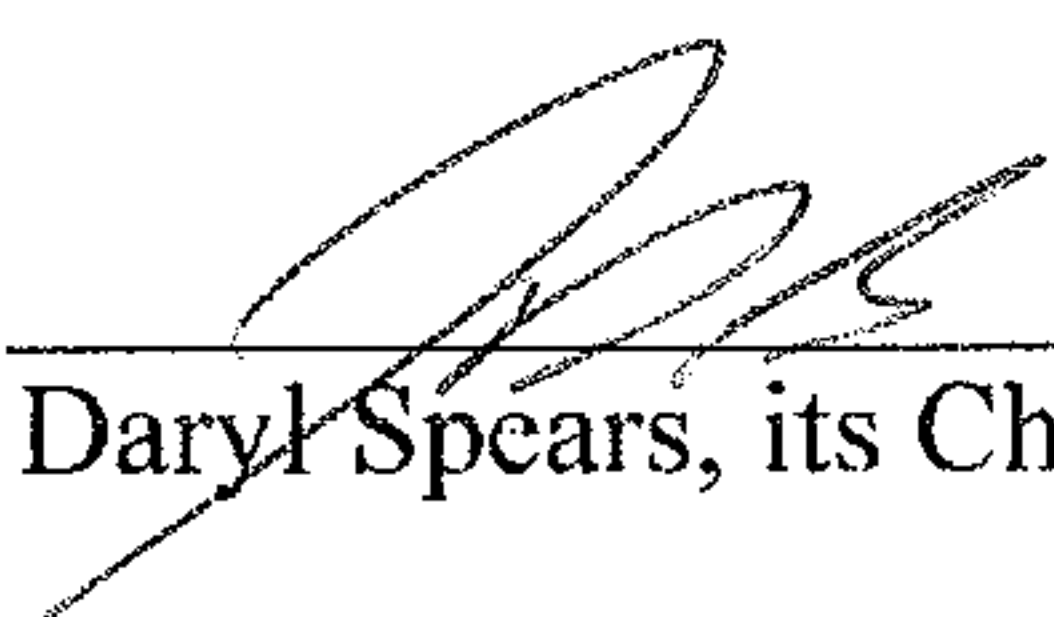


My Commission Expires March 23, 2023

BORROWER:

BROCK POINT PARTNERS, LLC,
an Alabama limited liability company

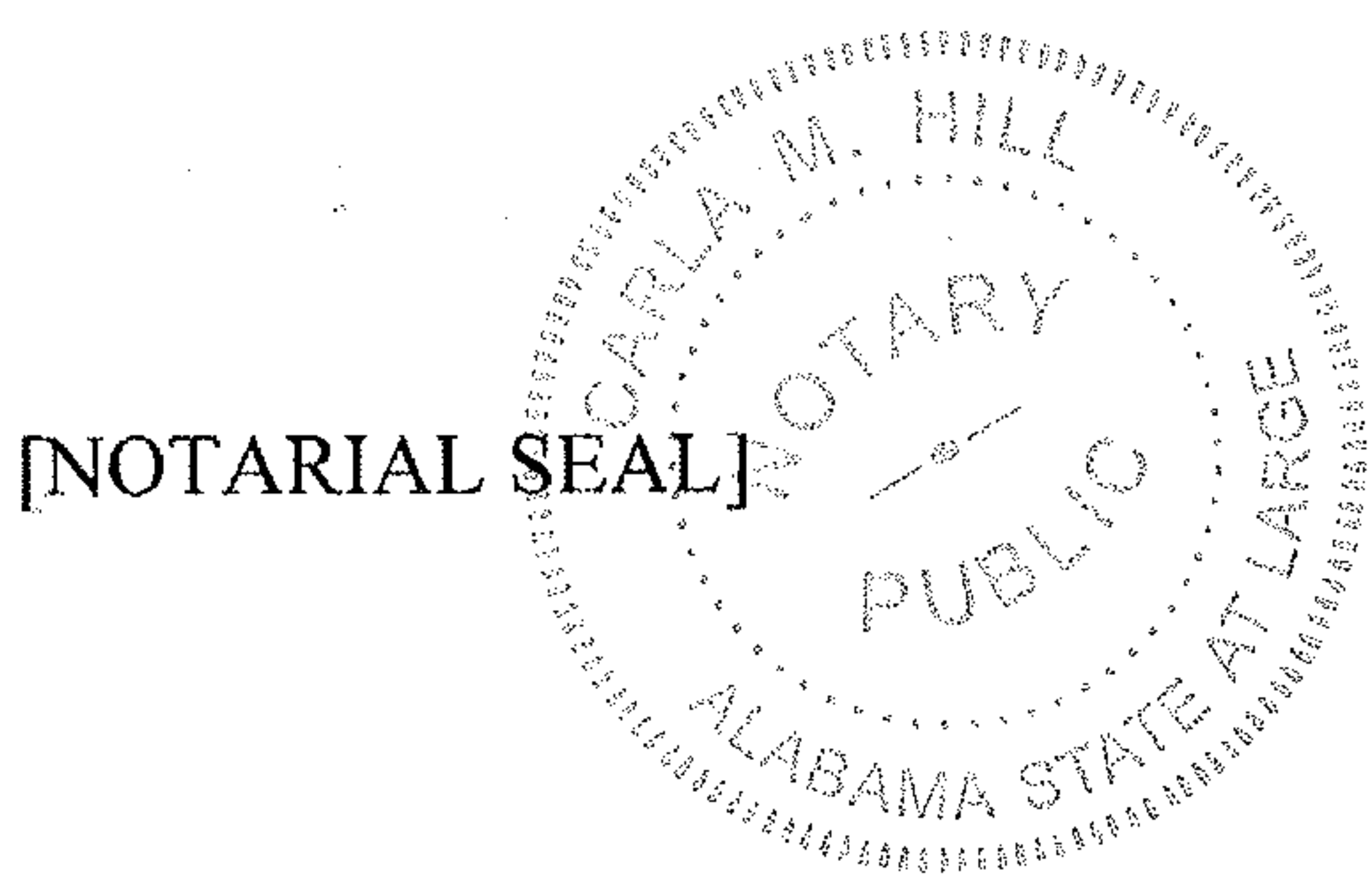
By: SB HOLDING CORP., an Alabama
corporation its Managing Member

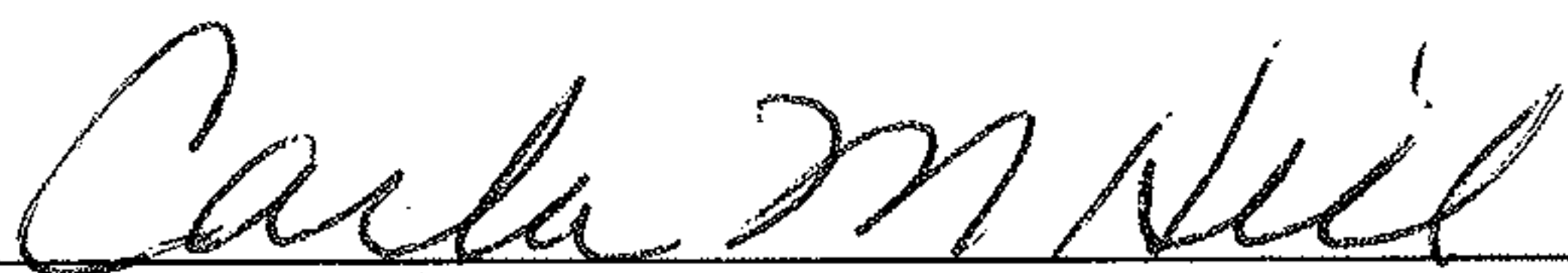
By: 
Daryl Spears, its Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, 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 22nd day of January, 2021.





Notary Public

My Commission Expires: _____

My Commission Expires March 23, 2023

BORROWER:

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

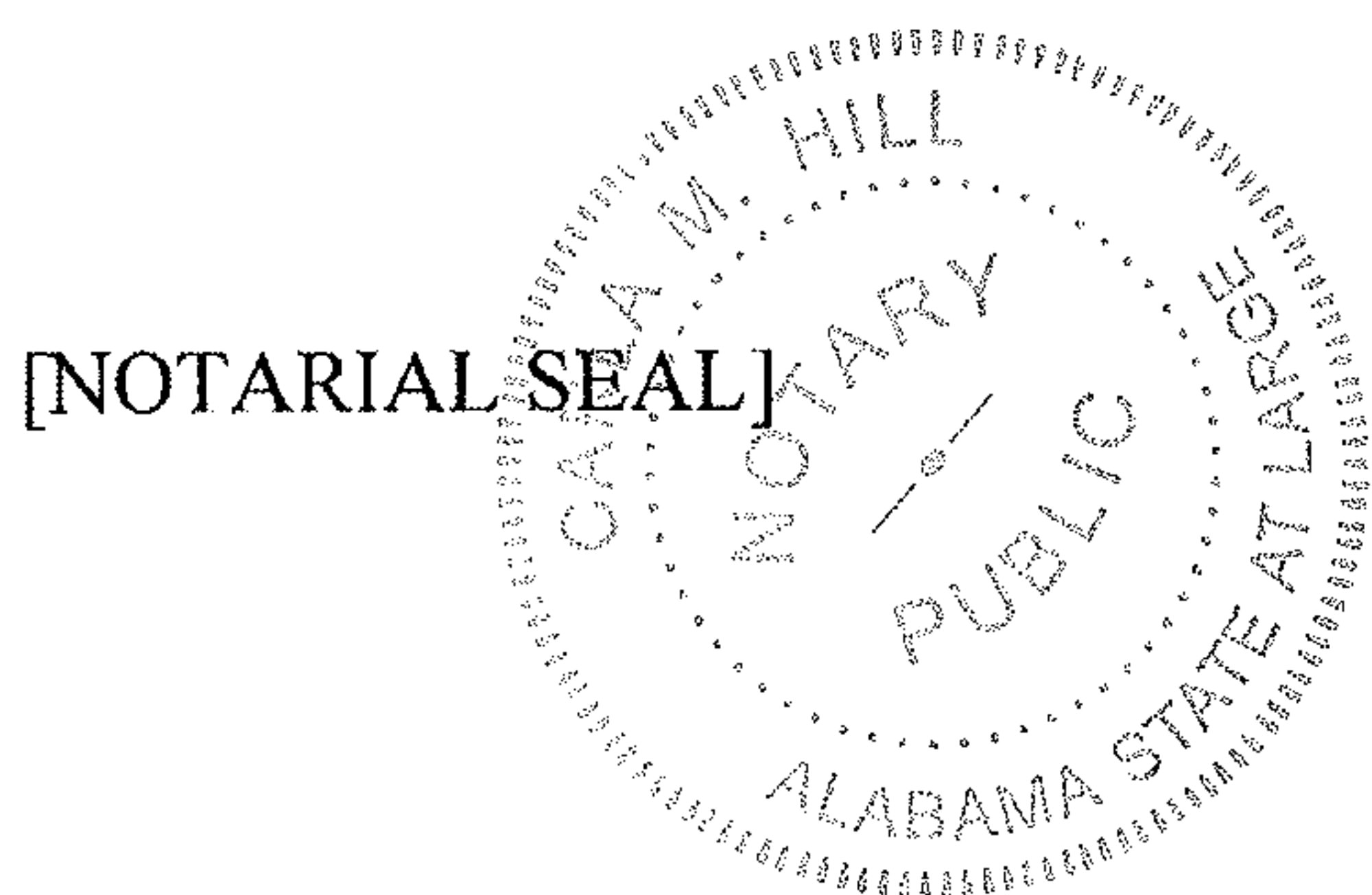
By: SB HOLDING CORP., an Alabama
corporation its Managing Member


By: 
Daryl Spears, its Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, 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 22nd day of January, 2021.



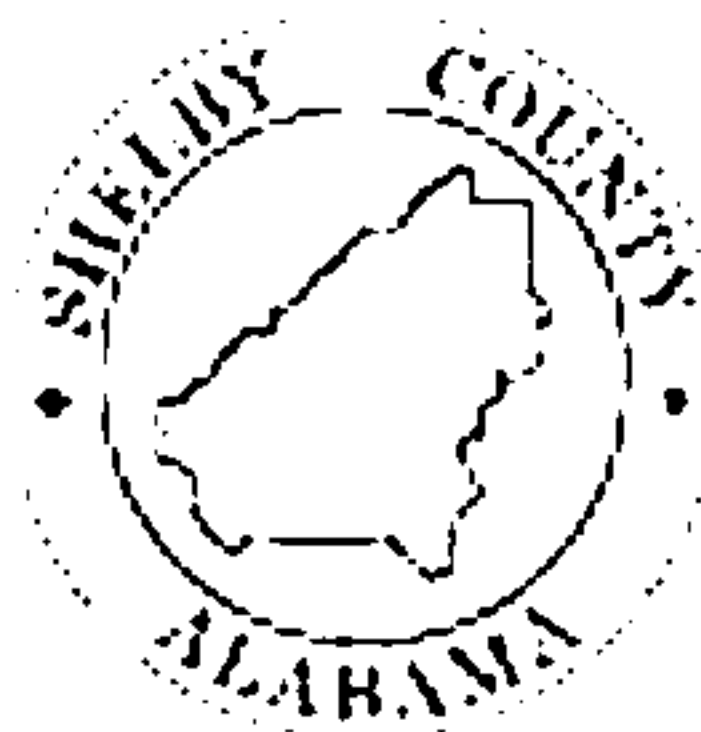

Notary Public
My Commission Expires: _____

My Commission Expires March 23, 2023

EXHIBIT A-1

Additional Land

Lot 1120, 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.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/25/2021 11:29:28 AM
\$55.00 CHERRY
20210125000039390

Allen S. Beyle