

THIS INSTRUMENT PREPARED BY:

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NOTE TO RECORDING OFFICE: (1) This is an amendment to that certain Mortgage and Security Agreement Instrument Number 20200819000361180, in the Office of the Judge of Probate of Shelby County; and (2) this amendment increases the principal amount of indebtedness secured by the mortgage from \$2,457,750.00 to \$6,357,750.00.

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("Amendment to Mortgage") is made this 1st day of April, 2021, by and between **NEWCASTLE DEVELOPMENT, LLC**, an Alabama limited liability company ("Mortgagor") and **TRUSTMARK NATIONAL BANK**, a national banking association ("Mortgagee"), as follows:

RECITALS:

A. On or about August 19, 2020, Mortgagee made a loan to Mortgagor as evidenced by a promissory note in the original principal amount of \$2,457,750.00 (the "First Note").

B. The First Note is secured by that certain Mortgage and Security Agreement executed by Mortgagor to Mortgagee and recorded in Instrument Number 20200819000361180, in the Office of the Judge of Probate of Shelby County (the "Mortgage").

C. On or about April 1, 2021, Mortgagee made a second loan to Mortgagor as evidenced by a promissory note in the original principal amount of \$3,900,000.00 (the "Second Note").

D. Mortgagor has agreed to execute this Amendment to Mortgage to secure the principal amount of \$3,900,000.00 due under the Second Note by the Mortgage.

NOW, THEREFORE, in consideration of the recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Capitalized terms used herein but not defined herein shall have the meaning specified in the Mortgage. The First Note and the Second Note shall be referred to collectively as the "Note."

2. The principal amount secured by the Mortgage shall be \$6,357,750.00, exclusive of interest, late charges, fees and expenses.

3. The indebtedness evidenced by the Second Note is expressly included in the definition of "Other Indebtedness" contained in the Mortgage.

4. The Second Note is secured by the Mortgage.

5. Mortgagor and Mortgagee hereby expressly incorporate and adopt by reference the terms and conditions of the Mortgage as if set out in full herein.

6. Mortgagor hereby affirms all of its respective obligations set forth in the Loan Documents, agrees to perform each and every covenant, agreement, and obligation therein and herein and further agrees to be bound by each and all the provisions thereof. The real property more particularly described in the Mortgage shall in all respects be subject to the lien, charge and/or encumbrances of the Mortgage and nothing herein contained or done shall affect the lien, charge, and/or encumbrance of the Mortgage, as modified hereby, or its priority over any other liens, charges, encumbrances, and/or conveyances. It is the intent of the parties hereto that this Amendment to Mortgage shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage. No action of Mortgagee under this Amendment to Mortgage or otherwise shall act to release Mortgagor and/or any guarantor of either Loan from any obligations to Mortgagee with respect to any of the Loan Documents, and all of said obligations are hereby ratified and affirmed the same as if repeated on this date. Mortgagor ratifies and confirms that all terms and conditions of the Loan Documents remain in full force and effect and constitute the legal, valid and binding obligations of Mortgagor, as applicable, enforceable against Mortgagor in accordance with the terms stated therein.

7. Mortgagor hereby acknowledges that there are no set-offs, claims, counterclaims or defenses available to Mortgagor with respect to either Loan, the Loan Documents or this Amendment to Mortgage, and to the extent any such set-offs, claims, counterclaims or defenses exist, the same are hereby waived and released in consideration of Mortgagee entering into this Amendment to Mortgage.

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IN WITNESS WHEREOF. Mortgagor and Mortgagee have caused this Amendment to Mortgage to be executed and effective as of the day and year first written above.

MORTGAGOR

NEWCASTLE DEVELOPMENT, LLC,
an Alabama limited liability company

By: _____

Glenn Siddle

Its: Sole Member/Manager

STATE OF ALABAMA)

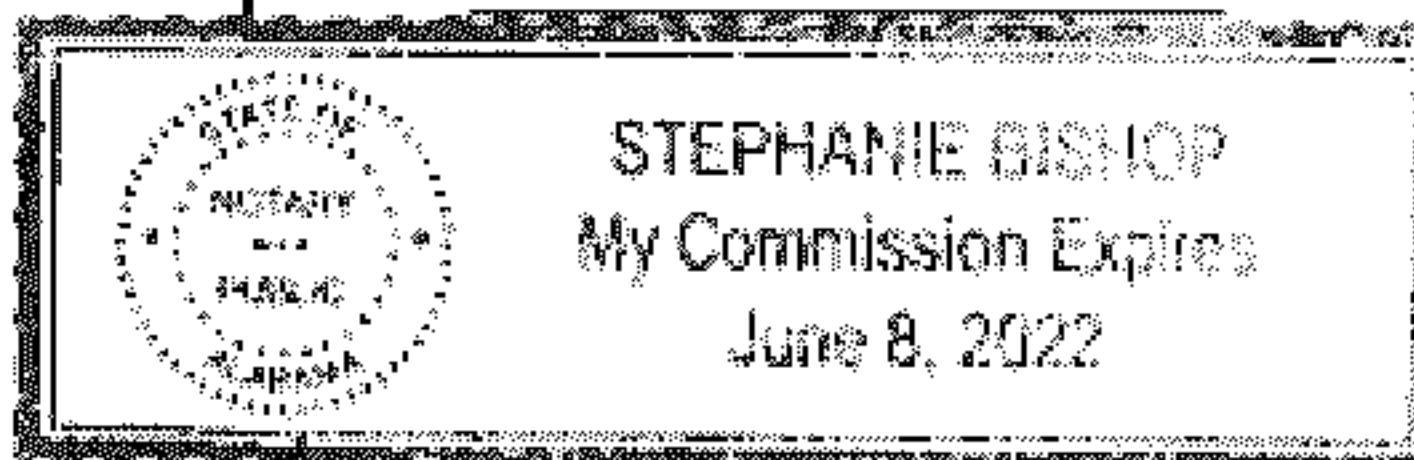
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Glenn Siddle** whose name as Sole Member/Manager of **Newcastle Development, 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 Sole Member/Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 1st day of April, 2021.

Notary Public

My Commission Expires:



MORTGAGEE:

TRUSTMARK NATIONAL BANK,
a national banking association

By: _____

Ben Hendrix
Its: Senior Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

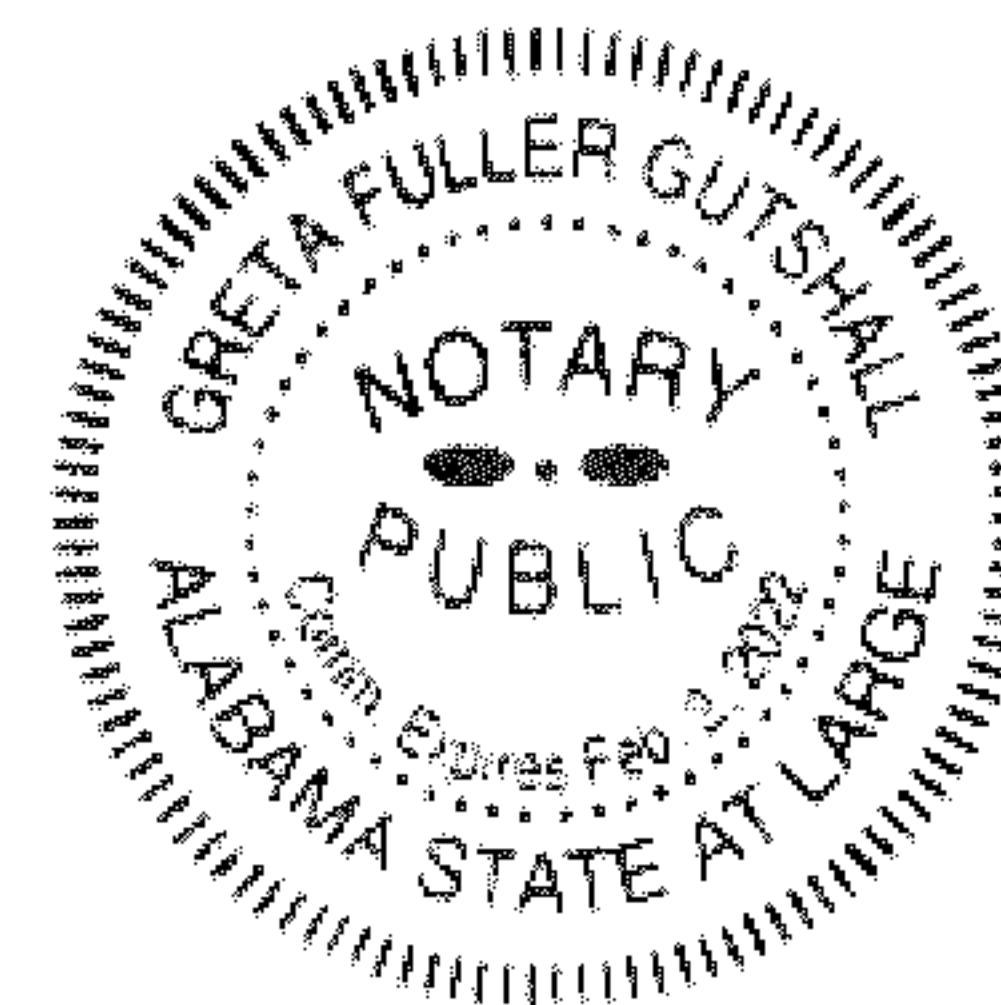
I, the undersigned, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Senior Vice President of **TRUSTMARK NATIONAL BANK**, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this 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 1ST day of April, 2021.

Notary Public Greta Fuller Gutshall
My Commission Expires: 2-2-2022



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/14/2021 12:40:49 PM
\$5881.00 CHERRY
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Allen S. Bayl