

STATE OF ALABAMA  
COUNTY OF SHELBY

**AMENDMENT TO MASTER MORTGAGE**

This Amendment amends that certain Master Mortgage (hereinafter "Mortgage") dated the 22<sup>nd</sup> day of December, 2015, between **NSH CORP.**, an Alabama corporation, **SB HOLDING CORP.**, an Alabama corporation, **SB DEV. CORP.**, an Alabama corporation, **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company, and **FLEMMING PARTNERS, LLC**, an Alabama limited liability company (hereinafter jointly, severally, and collectively referred to as the "Mortgagor"), and **VALLEY NATIONAL BANK** (successor in interest to USAMERIBANK, formerly known as ALIANT BANK) (hereinafter "Mortgagee").

**RECITALS**

A. The Mortgage was recorded on December 22, 2015, as Instrument No. 201512300124097 in the Office of the Judge of Probate of **Jefferson County**, Alabama, and on December 23, 2015 as Instrument No. 20151223000436940 in the Office of the Judge of Probate of **Shelby County**, Alabama.

B. The Mortgage has from time to time been amended to add additional property thereto, which such amendments being duly recorded in either the Office of the Judge of Probate of Jefferson County or of Shelby County, Alabama.

C. The Mortgage was further amended by the First Amendment to Master Mortgage recorded on January 20, 2017, as Instrument No. 2017006130 in the Office of the Judge of Probate of Jefferson County, Alabama, and on January 20, 2017 as Instrument No. 20170120000026060 in the Office of the Judge of Probate of Shelby County, Alabama.

D. The Mortgage was further amended by the Second Amendment to Master Mortgage recorded on January 17, 2019, as Instrument No. 2019004684 in the Office of the Judge of Probate of Jefferson County, Alabama, and on January 17, 2019 as Instrument No. 20190117000018570 in the Office of the Judge of Probate of Shelby County, Alabama.

E. The Mortgage states that Mortgagor is indebted to Mortgagee in the aggregate principal sum of \$20,000,000.00.

F. Upon the recordation of the Mortgage, the mortgage tax pertaining to the aforementioned indebtedness was paid in full.

G. This amendment will not change the maturity date of the Mortgage or the Notes.

H. Lake Wilborn Partners, LLC, an Alabama limited liability company (the "Grantor"), was granted the authority under the Mortgage to amend the Mortgage to grant a mortgage or additional security interest without the express acknowledgment of all Mortgagors.

I. In connection with a Sub-Loan Schedule under the Note, Grantor desires to make, execute, and deliver this Amendment to further secure Mortgagor's obligations under the Note, and Grantor enters into this Amendment for that purpose.

J. This Amendment adds the property described on the Exhibit hereto (the "Added Property") to the Mortgage.

K. This Amendment only adds to and does not release or replace any portion of the Mortgage, as amended on this date.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Mortgagee to make a subloan under the Notes to Mortgagor, the Mortgage is hereby amended to add the Added Property to the Mortgage.

In such regard, Exhibit "B" of the Mortgage and the Mortgaged Property described in the Mortgage, without being replaced or removing any portion thereof, shall include the Added Property.

Grantor does hereby grant, bargain, sell, and convey (in accordance with the terms of the Mortgage) to Mortgagee the Added Property.

All of the terms and provisions of the Mortgage not specifically amended herein are hereby reaffirmed, ratified, and restated. This amendment amends the Mortgage and is not a novation thereof.

Grantor does hereby agree and direct Mortgagee to take any action necessary to conform the Mortgage to the terms herein cited.

IN WITNESS WHEREOF, we have hereto set their hands and seals effective as of June 17, 2021.

**GRANTOR:**

**LAKE WILBORN PARTNERS, LLC,**  
an Alabama limited liability company

By:

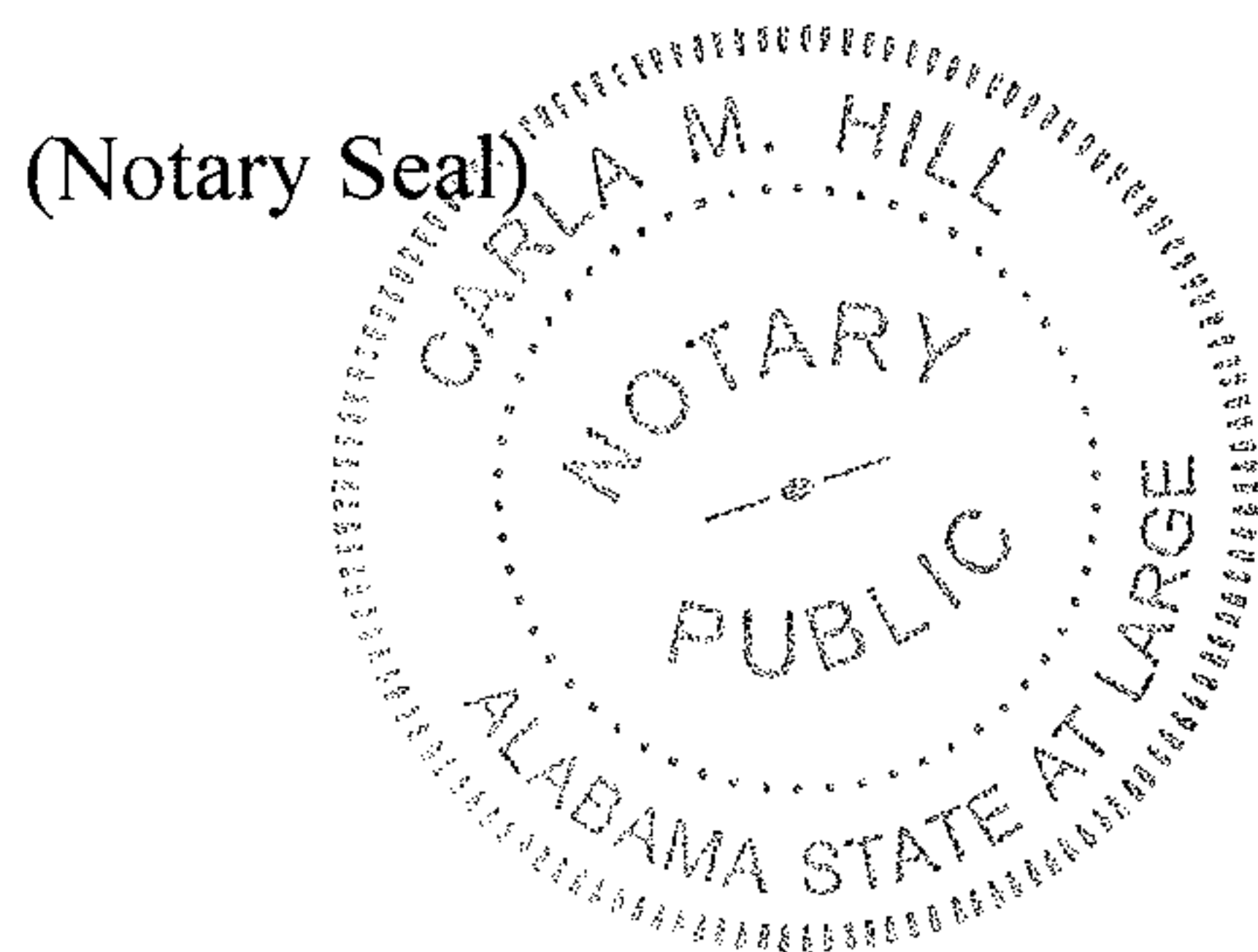
Print Name: J. Daryl Spears

Title: Agent to Request Advances

STATE OF ALABAMA     )  
                                          )  
JEFFERSON COUNTY     )

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, whose name as Agent to Request Advances 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 company and in my presence.

Given under my hand and official seal this 17<sup>th</sup> day of June, 20 21.



Carla M. Hill

Notary Public

My Commission expires: 03/23/23

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDATION SHOULD BE  
RETURNED TO:

Loan Operations  
VALLEY NATIONAL BANK  
Loan Number(s): XXXXX95751, XXXXX84997  
Operations Center – FL  
P.O. Box 17540  
Clearwater, FL 33762

**EXHIBIT**  
*(Added Property)*

Parcel 1

Lot 828, according to the Survey of Lake Wilborn Phase 8B, as recorded in Map Book 53, Page 86, in the Probate Office of Shelby County, Alabama.

3469 Townes Circle, Hoover, AL 35244 \$356,000.00

Parcel 2

Lot 839, according to the Survey of Lake Wilborn Phase 8B, as recorded in Map Book 53, Page 86, in the Probate Office of Shelby County, Alabama.

3440 Townes Circle, Hoover, AL 35244 \$336,922.00

