

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT** is dated as of the 22<sup>nd</sup> day of December, 2021, by and between **CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company (“Mortgagor”) and **BRYANT BANK**, an Alabama state banking corporation (“Mortgagee”).

**WHEREAS**, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement dated May 26, 2021 recorded as Instrument 20210527000261750 with the Shelby County Judge of Probate; and

**WHEREAS**, Mortgagor has requested that Mortgagee extend additional credit to Mortgagor, and Mortgagee is willing to do so on condition that Mortgagor execute and deliver this Amendment;

**NOW, THEREFORE**, in consideration of the premises, Mortgagor and Mortgagee hereby agree as follows:

1. In addition to the Secured Debt described in the Mortgage, the Mortgage shall also secure the following:
  - (v) payment of a certain Promissory Note in the principal sum of \$2,187,230.00 dated of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note or any part thereof (the “Sector 23 Note”); and
  - (vi) payment of a certain Promissory Note in the principal sum of \$520,980.00 dated of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note or any part thereof (the “Sector 19 & 20 Note”); and
  - (vii) payment of a certain Promissory Note in the principal sum of \$654,115.00 dated of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note or any part thereof (the “Entrance Road Note”).
2. The new indebtedness secured by the Mortgage, as amended hereby, is \$3,362,325.00.
3. Section 15 of the Mortgage is hereby amended by deleting the phrase ‘except as provided in Section 4.06 of the Loan Agreement,’ and inserting in lieu thereof ‘except as provided in Section 7 of: (i) that certain Development Loan Agreement between Mortgagor and Mortgagee dated May 26, 2021; (ii) that certain

20211229000611310 12/29/2021 01:11:15 PM MORTAMEN 2/4


Development Loan Agreement (Sector 23) between Mortgagor and Mortgagee of even date herewith; or (iii) that certain Development Loan Agreement (Sector 19 & 20 ) between Mortgagor and Mortgagee of even date herewith, as applicable.'

4. Except as amended hereby, the Mortgage shall remain in full force and effect, and its provisions are ratified and affirmed.

20211229000611310 12/29/2021 01:11:15 PM MORTAMEN 3/4

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date first above-written.

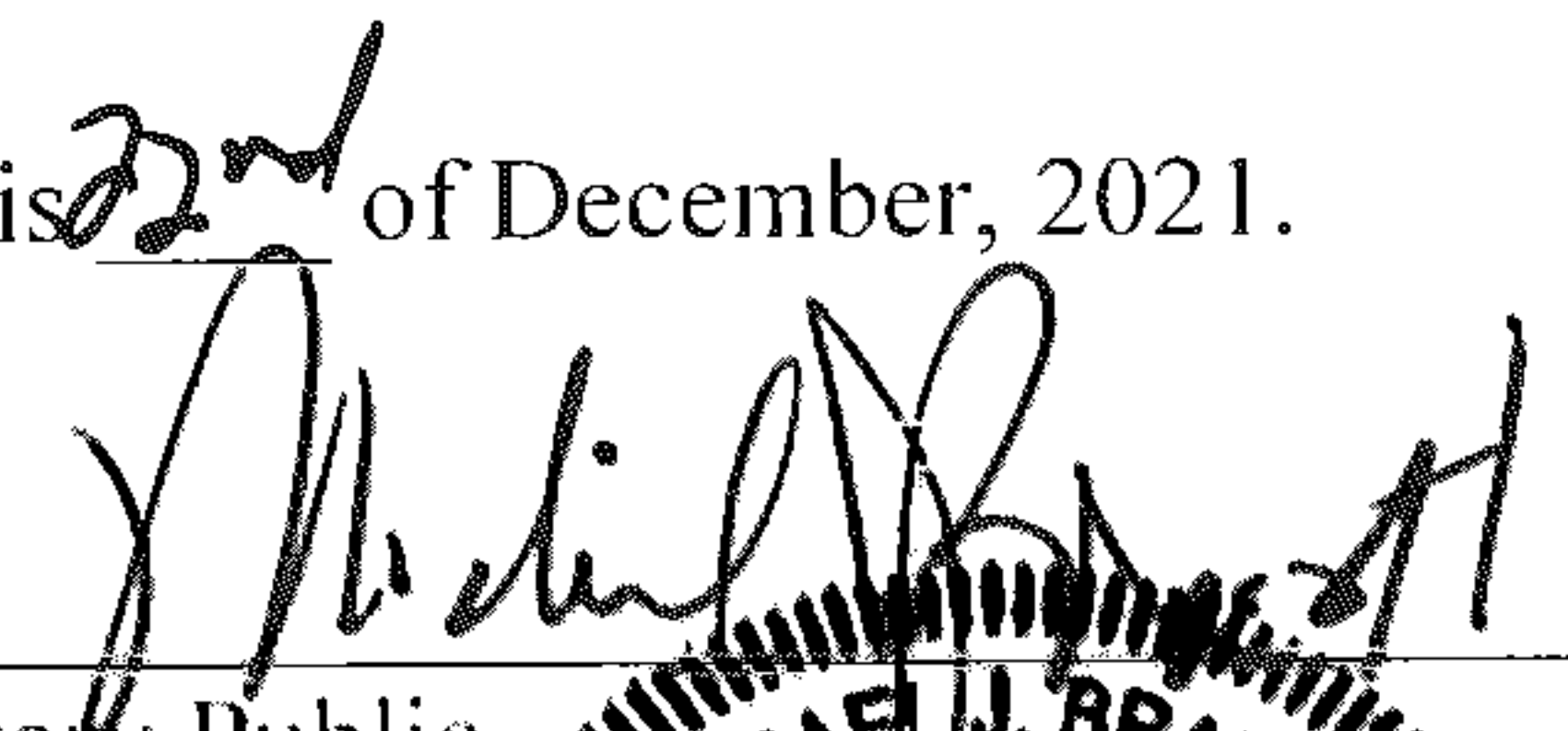
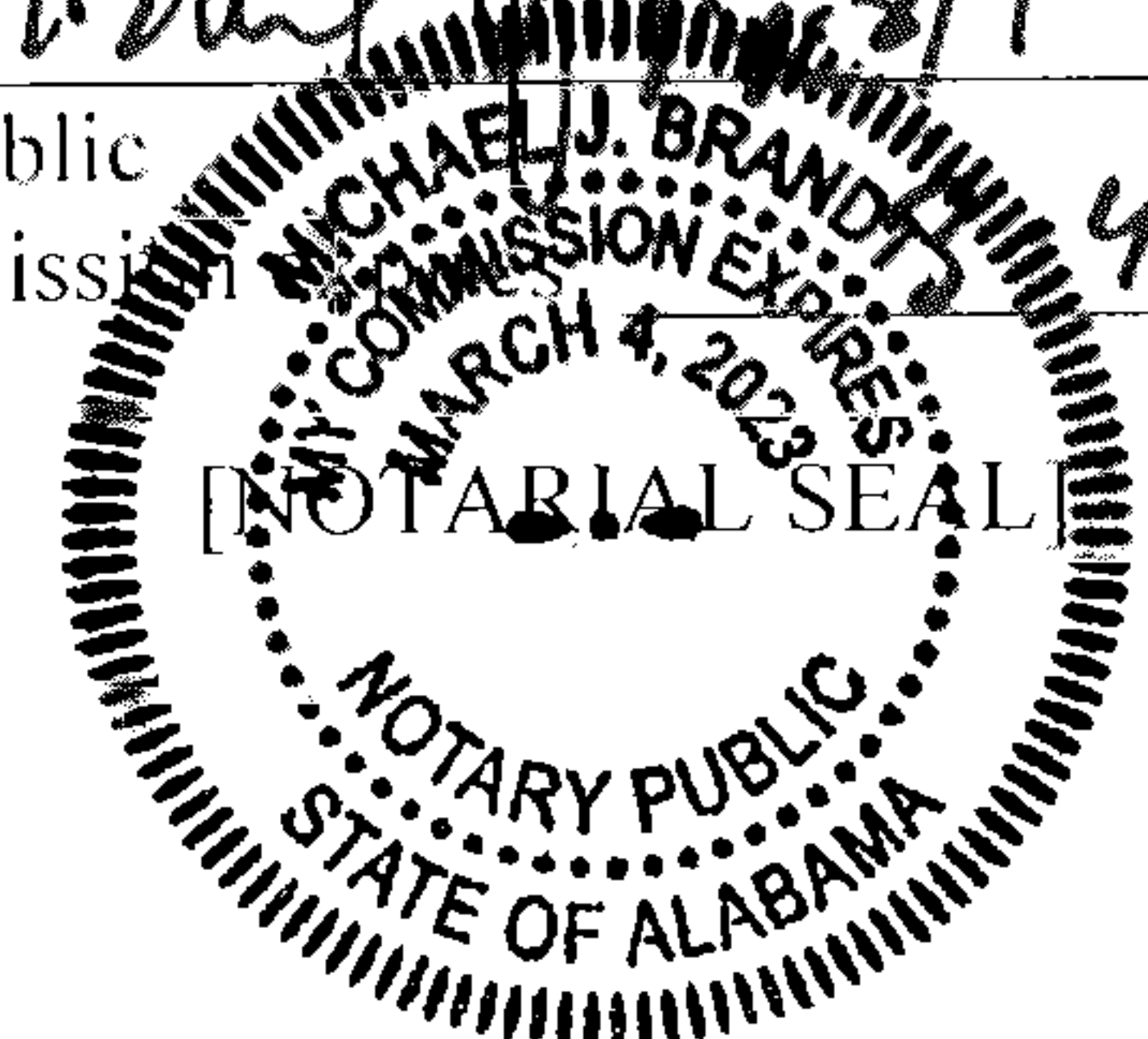
CHELSEA PARK HOLDING, LLC

By:   
Douglas D. Eddleman  
Its Manager


STATE OF ALABAMA     )  
                                      )  
JEFFERSON COUNTY     )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman, whose name as Manager of Chelsea Park Holding, LLC, a Delaware 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 22<sup>nd</sup> of December, 2021.

  
\_\_\_\_\_  
Notary Public  
My commission expires 4-23  


**BRYANT BANK**

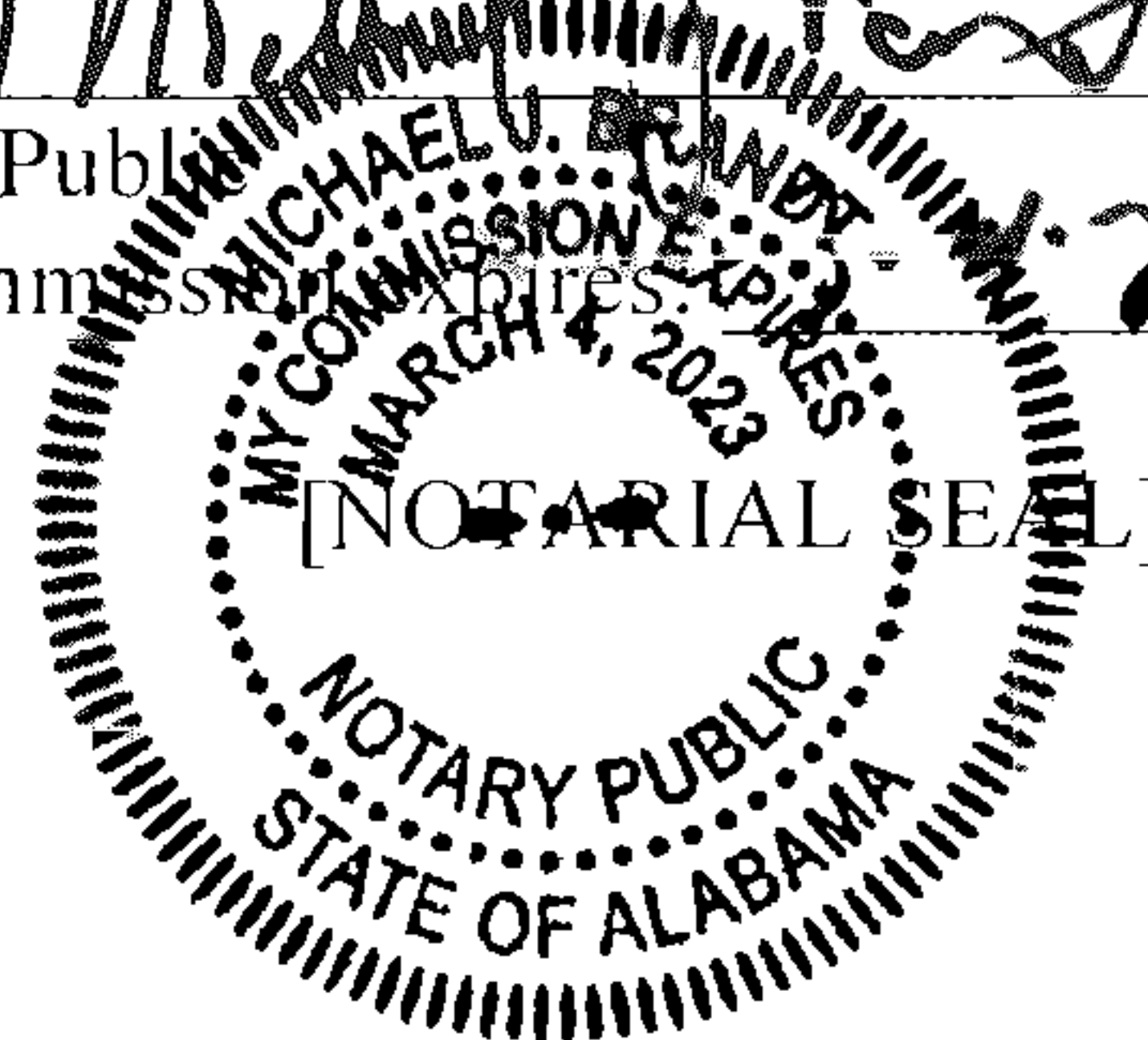
By:   
Brian Ethridge  
Its Executive Vice President

STATE OF ALABAMA     )  
                                      )  
JEFFERSON COUNTY     )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Brian Ethridge, whose name as Executive Vice President of Bryant Bank, an Alabama banking 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, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 22<sup>nd</sup> of December, 2021.

  
Notary Public  
My commission expires 23



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**12/29/2021 01:11:15 PM**  
**\$1604.05 JOANN**  
**20211229000611310**

*Allen S. Bayl*