

20220210000059130
02/10/2022 08:37:34 AM
MORTAMEN 1/7

This instrument prepared by:

Bradley R. Sanders, Jr., Esquire
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

After recording, return to:

Texas Capital Bank, a Texas state bank
2350 Lakeside Blvd., Suite 800
Richardson, Texas 75082

**AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “**Agreement**”), is dated effective as of this 10th day of February, 2022 (the “**Effective Date**”), by **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company (“**Mortgagor**”), with a mailing address of 3545 Market Street, Hoover, Alabama 35226, in favor of **TEXAS CAPITAL BANK**, a Texas state bank, formerly known as Texas Capital Bank, N.A., a national banking association (“**Mortgagee**” or “**Lender**”), with a mailing address of 2530 Lakeside Blvd., Suite 800, Richardson, TX 75092, with reference to the following:

RECITALS:

WHEREAS, Mortgagor has previously executed and delivered to Lender that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated September 24, 2018, as recorded in Instrument No.: 20180926000343080, of the Public Records of Shelby County, Alabama (the “**Mortgage**”), relating to and encumbering certain real property more particularly described therein (collectively, the “**Premises**”);

WHEREAS, the Mortgage was delivered by Mortgagor to Mortgagee to secure that certain Third Amended, Restated and Increased Note dated September 24, 2018 (the “**Original Note**”), made by **NSH Corp.**, an Alabama corporation d/b/a Signature Homes; **NSH Nashville, LLC**, a Tennessee limited liability company; **SB Holding Corp.**, an Alabama corporation; **SB Dev. Corp.**, an Alabama corporation; **Sawyer Trail, LLC**, an Alabama limited liability company; **Brenley Crossing Partners LLC**, a Tennessee limited liability company; **Jackson Hills Partners, LLC**, a Tennessee limited liability company; **Mortgagor**; **Lake Wilborn Partners, LLC**, an Alabama limited liability company; and **McDaniel Farms Partners, LLC**, a Tennessee limited liability company, pursuant to which Mortgagee made a loan (the “**Loan**”) to the foregoing entities (collectively, “**Borrowers**”), in the original principal amount of Forty Million and No/100 Dollars

(\$40,000,000.00); as amended and restated by that certain Fourth Amended and Restated Note dated January 31, 2019 (the “**Existing Note**”), in the original principal amount of Forty Million and 00/100 Dollars (\$40,000,000.00), given by **NSH Corp.**, an Alabama corporation d/b/a Signature Homes, **NSH Nashville, LLC**, a Tennessee limited liability company, **SB Holding Corp.**, an Alabama corporation; **SB Dev. Corp.**, an Alabama corporation, **Jackson Hills Partners, LLC**, a Tennessee limited liability company, **Mortgagor, McDaniel Farms Partners, LLC**, a Tennessee limited liability company, **Lake Wilborn Partners, LLC**, an Alabama limited liability company, **McDaniel Estates Partners, LLC**, a Tennessee limited liability company, and **Fleming Partners, LLC**, an Alabama limited liability company (collectively, the “**New Borrowers**”); as amended and ratified by that certain Note Modification and Ratification to the Fourth Amended and Restated Note dated October 9, 2019 (the “**First Note Amendment**”) and that certain Second Note Modification Agreement to the Fourth Amended and Restated Note dated October 21, 2020 (the “**Second Note Amendment**”) (hereinafter, the Original Note, the Existing Note, the First Note Amendment and the Second Note Amendment are collectively referred to as the “**Note**”); given by the New Borrowers in favor of Mortgagee;

WHEREAS, terms and provisions of the Loan were memorialized in the following documents: (i) that certain Amended and Restated Loan Agreement dated May 15, 2017, as modified by that certain First Amendment to Amended and Restated Loan Agreement dated December 28, 2017, that certain Second Amendment to Amended and Restated Loan Agreement dated February 8, 2018, that certain Third Amendment to Amended and Restated Loan Agreement dated March 6, 2018, that certain Fourth Amendment to Amended and Restated Loan Agreement dated September 24, 2018, that certain Fifth Amendment to Amended and Restated Loan Agreement dated January 31, 2019, that certain Sixth Amendment to Amended and Restated Loan Agreement dated October 9, 2019, and that certain Seventh Amendment to Amended and Restated Loan Agreement dated October 21, 2020 (collectively, the “**Loan Agreement**”) (hereinafter, the Mortgage (as amended by this Agreement), the Note, the Loan Agreement, and all other documents evidencing and/or securing the Note shall be collectively referred to as the “**Loan Documents**”); and

WHEREAS, Mortgagor and Mortgagee desire to enter into this Agreement to provide, among other things, that the Mortgage shall add and encumber those certain additional real properties more specifically identified on **Exhibit “A”** attached hereto to the Mortgage, all on the terms and provisions contained herein.

AGREEMENT:

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. **Recitals.** The above-referenced Recitals are true, correct, and incorporated herein by this reference.

2. **Mortgage Amendment.** **Exhibit “A”** of the Mortgage is hereby amended to add and encumber the additional real property more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, which Mortgagor hereby mortgages, bargains,

sells, gives, grants, sells, assigns, sets over, and conveys onto Mortgagee to secure the repayment of the indebtedness evidenced by the Note, as may be amended and/or restated from time to time. This Agreement is made upon the terms and conditions contained herein, in the Loan Agreement, the Note, and in the other Loan Documents. This Agreement is given to secure the Secured Indebtedness (as defined in the Mortgage, as amended by this Agreement), and each reference in the Loan Agreement and in the other Loan Documents to the Mortgage shall be deemed and construed to refer to the Mortgage as modified by this Agreement and are hereby modified accordingly.

3. **No Novation; Ratification.** This Agreement is only a modification of the Mortgage and is not intended to, and shall not be construed to, effect a novation of the Mortgage, the Note, or any indebtedness evidenced thereby or by any of the other Loan Documents, and, except as expressly set forth herein, all of the representations, covenants, terms, and conditions of the Mortgage and the collateral security provided thereby, have not been modified, amended, cancelled, terminated, released, satisfied, superseded, or otherwise invalidated in any manner and shall remain in full force and effect. Mortgagor hereby ratifies and confirms the Mortgage as modified hereby, including all representations, warranties, covenants, and obligations set forth therein, and acknowledges and agrees that the Mortgage and other Loan Documents as modified hereby are enforceable against Mortgagor and against the collateral described therein in accordance with their respective terms

4. **Waiver of Defenses.** Mortgagor hereby acknowledges, represents, and confirms unto Mortgagee that (a) it does not now have, and at no prior time had, any defenses (including without limitation, the defense of usury), claims, counterclaims, cross-actions, or equities, or rights of rescission, set off, abatement, or diminution, with respect to the Note, the Loan Documents, or any other documents executed in connection therewith, and that Mortgagor has at no time asserted any such defense, claim or right of rescission, set off, abatement, or diminution, with respect thereto, and if any such defense, claim, counterclaim, cross-action or equity, or rights of rescission, set off, abatement, or diminution do currently exist, the same are hereby waived and released through the date hereof; and (b) the Loan Documents, and all of the other Loan Documents executed in connection therewith, are valid, binding, and free from any infirmity of any nature whatsoever, and are enforceable in accordance with their respective terms and the Loan Documents as modified and amended, constitute a valid first priority lien against the real and personal property described therein.

5. **Entire Agreement.** This Agreement, the Loan Documents, and all other documents executed in connection herewith contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the specific matters contained herein, and they supersede any prior negotiations or any prior or contemporaneous agreement or representation, oral or written, express or implied, by or between the parties related to the specific subject matter hereof.

6. **Successors and Assigns.** The terms, conditions and covenants of this Agreement shall extend to and be obligatory upon the heirs, personal representatives, successors, and assigns of the parties hereto.

7. **Default.** Any default by Mortgagor in the performance of its obligations herein contained or any material inaccuracy in the representations and warranties made by Mortgagor herein shall constitute an Event of Default under the Loan Agreement and the Mortgage and shall entitle Mortgagee to exercise all of its rights and remedies set forth in the Loan Agreement and the other Loan Documents.

8. **No Impairment of Lien.** Nothing set forth herein shall affect the priority or extent of the lien of the Mortgage or any of the other Loan Documents, nor release or change the liability of any party who may now be or after the date of this Agreement may become liable, primarily or secondarily, under the Mortgage or any of the other Loan Documents. The Loan Agreement, the Note, the Mortgage, and the other Loan Documents shall remain in full force and effect and this Agreement shall have no effect on the priority or validity of the liens set forth in the Mortgage or the other Loan Documents (except for increase in the Obligations as aforesaid), which are incorporated herein by reference.

9. **Miscellaneous.**

a. Mortgagor, upon request from Mortgagee, agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated by the Loan Documents or this Agreement or to perfect the liens and security interests intended to secure the payment of the Loan evidenced by the Note.

b. The execution of this Agreement by Mortgagee does not and shall not constitute a waiver of any rights or remedies to which Mortgagee is entitled pursuant to the Loan Agreement, the Note, the Mortgage or the other Loan Documents, nor shall the same constitute a waiver of any default which may have heretofore occurred or which may hereafter occur with respect to the Loan Agreement, the Note, the Mortgage or the other Loan Documents.

c. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof, and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

d. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which shall collectively constitute a single agreement, fully binding upon and enforceable against the parties hereto.

e. This Agreement contains the entire agreement between the parties hereto with respect to the modification of the Mortgage and fully supersedes all prior agreements and understanding between the parties pertaining to such subject matter. The forgoing recitals at the beginning of this Agreement are hereby incorporated herein by reference as representations and warranties of Mortgagor.

f. This Agreement shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns, including any subsequent holder of the Note.

g. The creation, perfection, lien priority, and the exercise of remedies and enforcement, and all other provisions of this Agreement shall be governed by the laws of the State of Alabama.

h. This Agreement may be executed in multiple originals, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Mortgagee may cause a foreclosure sale or file an action to enforce any right or remedy under the Mortgage as amended by this Agreement or applicable law as to all of the Premises, regardless of which County the Premises is located, in any County in which some of the Premises is located, in Mortgagee's sole and absolute discretion. Mortgagor consents to venue and jurisdiction in any such County as determined by Mortgagee.

***[Remainder of this page intentionally left blank;
Signatures and acknowledgments follow on the Following Pages.]***

IN WITNESS WHEREOF, Mortgagor has executed this instrument under seal as of the day and year first written above.

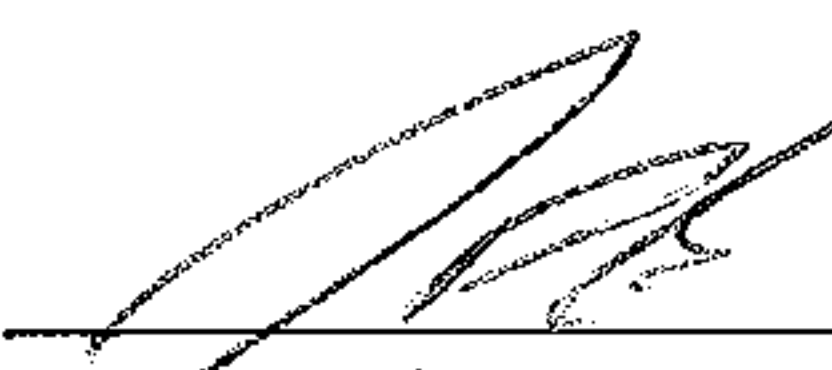
WITNESSES:

MORTGAGOR

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By: SB Holding Corp., an Alabama corporation,
as its Manager

By:


J. Daryl Spears, as Authorized Signatory
and Chief Financial Officer

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears, who acknowledged himself to be an Authorized Signatory and Chief Financial Officer of SB Holding Corp., an Alabama corporation, the Manager 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, it, as such Manager and with full authority, executed the same voluntarily as its free act and deed for and as the act of said limited liability company.

Given under my hand and official seal, this 9th day of February, 2022.


NOTARY PUBLIC

My Commission Expires: 03/23/23

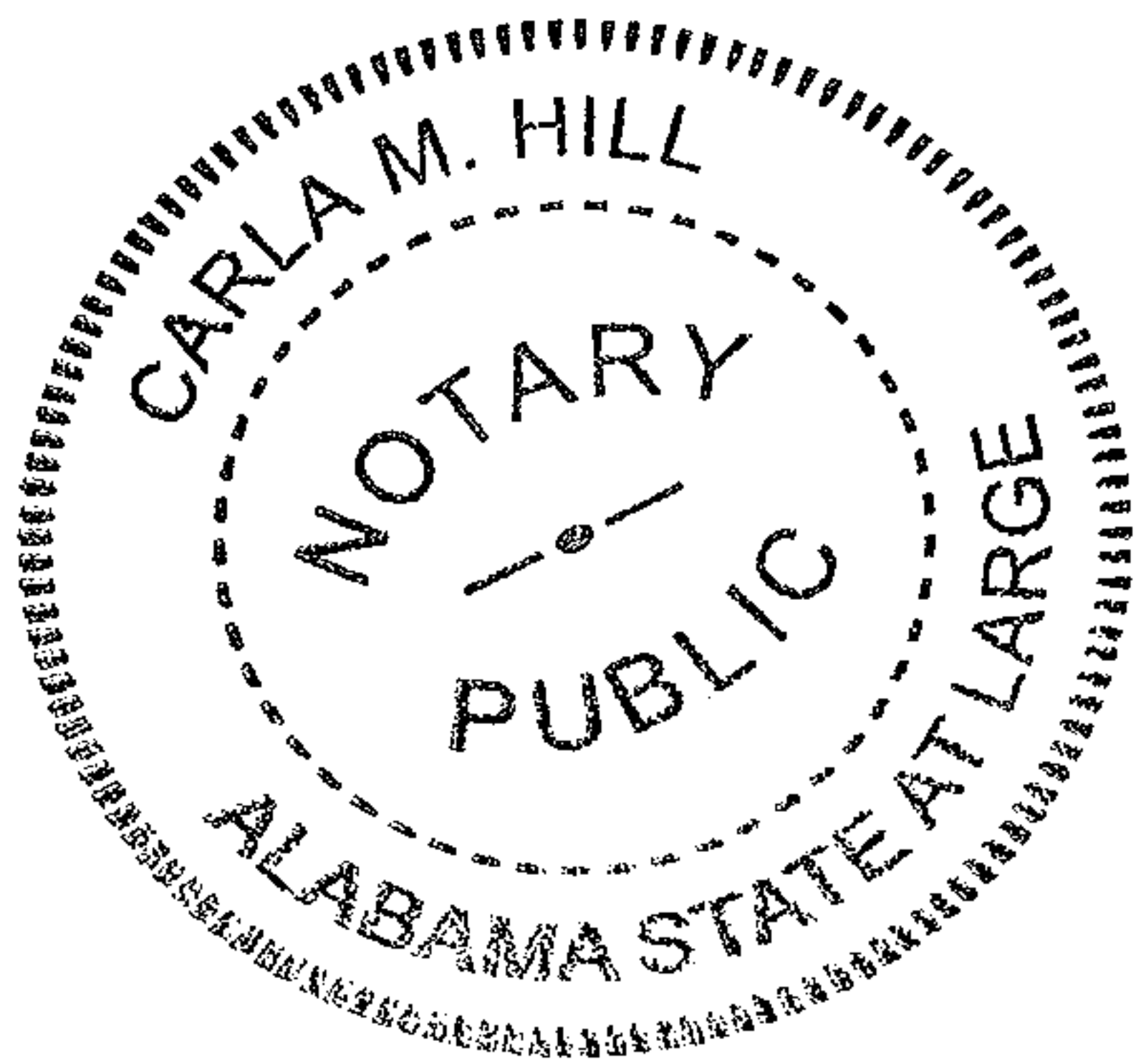


Exhibit "A"

Lot 1509, according to the Survey of Blackridge Phase 5, as recorded in Map Book 55, Page 18,
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
02/10/2022 08:37:34 AM
\$41.00 BRITTANI
20220210000059130

Allen S. Bayl