

County Division Code: AL040  
Inst. # 2022009584 Pages: 1 of 5  
I certify this instrument filed on  
1/26/2022 1:15 PM Doc: MTG  
Judge of Probate  
Jefferson County, AL. Rec: \$28.00  
Clerk: NICOLE

2021 82546  
Recorded in the Above  
MORTGAGE Book & Page  
12-14-2021 01:24:28 PM  
Mike Bowling - Judge of Probate  
St. Clair County, Alabama

**THIS INSTRUMENT PREPARED BY:**

**Michael B. Odom**  
**McGlinchey Stafford PLLC**  
**505 20<sup>th</sup> Street North, Suite 800**  
**Birmingham, Alabama 35203**  
**(205) 725-6411**

**STATE OF ALABAMA**  
**COUNTY OF JEFFERSON**  
**COUNTY OF ST. CLAIR**  
**COUNTY OF SHELBY**

20220218000070110 1/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
02/18/2022 08:30:08 AM FILED/CERT

**AMENDMENT TO  
MASTER MORTGAGE**

THIS AMENDMENT TO MASTER MORTGAGE ("Amendment") amends that certain Master Mortgage, executed on August 26, 2021 (the "Mortgage") by **NEWCASTLE CONSTRUCTION, INC.**, an Alabama corporation, whose address is 3978 Parkwood Road SE, Bessemer, Alabama 35022, (the "Mortgagor") in favor of **TRUSTMARK NATIONAL BANK**, a national banking association, whose address is 1808 29<sup>th</sup> Avenue South, Homewood, Alabama 35209 (the "Lender").

**WHEREAS**, the Mortgage was recorded (a) September 10, 2021 in Mortgage Book 2021, Page 61464 in the Office of the Judge of Probate of St. Clair County, Alabama, (b) September 20, 2021 as Instr. # 2021108863 in the Office of the Judge of Probate of Jefferson County, Alabama, and (c) October 7, 2021 as Instr. # 20211007000489430 in the Office of the Judge of Probate of Shelby County, Alabama.

**WHEREAS**, by this Amendment the Mortgage is amended to increase the maximum principal indebtedness secured thereby by an additional amount of \$1,000,000.00 such that the total principal indebtedness secured thereby should be \$4,000,000.00.

**WHEREAS**, by this Amendment the Mortgage is amended to add the property described on Exhibit A attached hereto to the Mortgage (the "Added Property"). This Amendment adds property to the Mortgage and does not release or replace any portion of the Mortgage.

**NOTES TO CLERK: (1) THIS AMENDMENT INCREASES THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE BY AN AMOUNT OF \$1,000,000.00, WHICH SHALL BE ALLOCATED TO ST. CLAIR COUNTY, ALABAMA; (2) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED, IS \$4,000,000.00; (3) THIS AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (4) THIS AMENDMENT ADDS PROPERTY TO THE MORTGAGE AND DOES NOT RELEASE OR REPLACE ANY PORTION OF THE MORTGAGE; (5) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20211007000489430 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; RECORDED IN MORTGAGE BOOK 2021, PAGE 61464 IN THE OFFICE OF THE JUDGE OF PROBATE**





20220218000070110 2/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
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**OF ST. CLAIR COUNTY, ALABAMA; AND RECORDED AS INST. # 2021108863 IN THE  
OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.**

**WHEREAS**, the Mortgage was given as security in accordance with the terms of a Master Promissory Note (For Revolving Construction Loan) dated August 26, 2021 (along with all Sub-Notes, renewals, extensions, amendments and modifications thereto shall be collectively referred to herein as the "Note") and payable in accordance with the terms thereof and as provided in the Master Loan Agreement (For Revolving Construction Loan) dated August 26, 2021 ("Master Agreement") executed in connection with the Note, (Note and Master Agreement along with all amendments, collectively the "Agreement").

**WHEREAS**, the Mortgage is the Mortgage referred to in the Agreement and given to secure \$3,000,000.00 of the principal amount of the Note, together with interest, and all renewals, extension and modifications thereto, along with all refinancings and all other additional indebtedness of Mortgagor to Lender.

**WHEREAS**, upon the recordation of the Mortgage privilege taxes in the amount of \$4,500.00 (as required by Ala. Code 1975 § 40-22-2) were paid to the Office of the Judge of Probate of St. Clair County, Alabama, and certified to the Office of the Judge of Probate of Jefferson County, Alabama and the Office of the Judge of Probate of Shelby County, Alabama.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Lender to lend additional monies to Mortgagor under the terms of the Agreement, Mortgagor does hereby grant, bargain, sell, and convey (in accordance with the terms of the Mortgage) to Lender the Added Property, and the Mortgage is hereby amended as follows:

1. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of Three Million and 00/100 Dollars (\$3,000,000.00) evidenced by the Note, as modified, amended and renewed, but also an additional advance or loan of One Million and 00/100 Dollars (\$1,000,000.00) made in connection herewith to Mortgagor, and all the interest thereon. The indebtedness secured by the Mortgage shall include the indebtedness of Four Million and 00/100 Dollars (\$4,000,000.00), including not only the existing indebtedness of Three Million and 00/100 Dollars (\$3,000,000.00), but also the One Million and 00/100 Dollars (\$1,000,000.00) advance or loan being made in connection herewith, evidenced by the Note as amended, modified and renewed, together with interest thereon, and all extensions and renewals thereof, along with all interest thereon, and all extensions, and renewals thereof.
2. **Added Property.** Henceforth Exhibit A to the Mortgage and the Mortgaged Property described in the Mortgage, without being replaced or removing any portion thereof, shall include the Added Property.
3. **Further Action.** Mortgagor hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Agreement to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreement with the terms as herein modified.

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4. **Continuing Validity.** 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.

[Signatures and Acknowledgments on following Pages]

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20220218000070110 3/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
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20220218000070110 4/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
02/18/2022 08:30:08 AM FILED/CERT

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IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 5<sup>th</sup>  
day of November, 2021.


**NEWCASTLE CONSTRUCTION, INC.,**  
an Alabama corporation

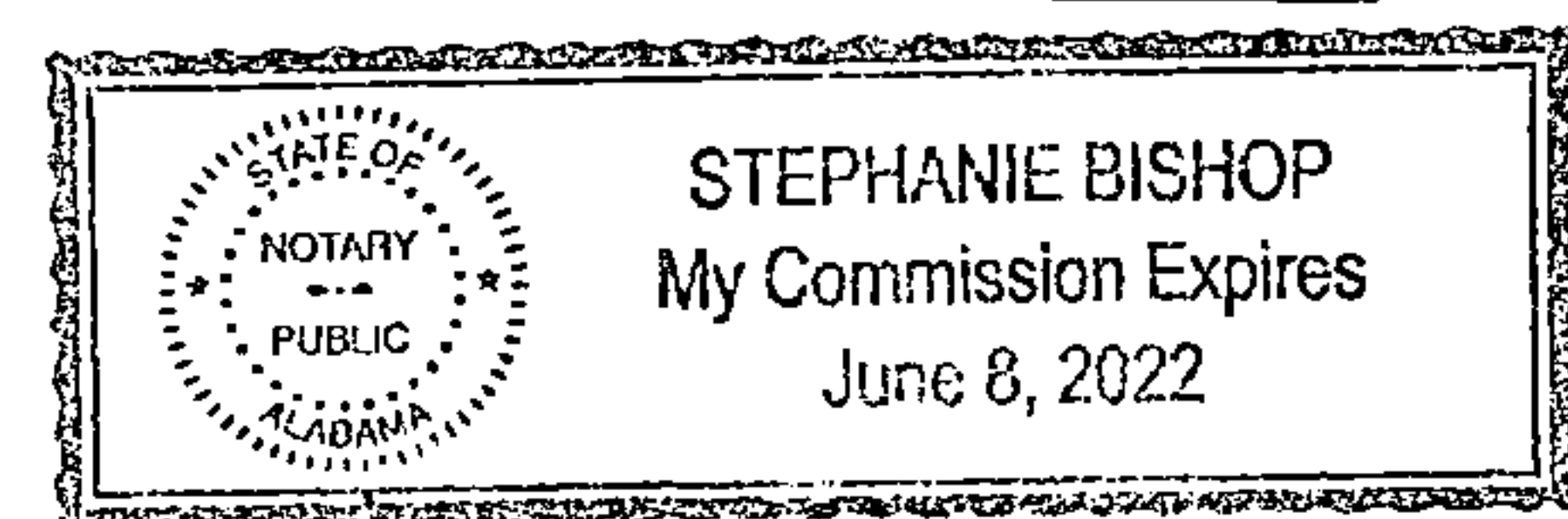
By:   
Robin Trimm  
Its: Chief Financial Officer

STATE OF Alabama )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Robin Trimm**, whose name as Chief Financial Officer of **Newcastle Construction, Inc.**, 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 Chief Financial Officer executed the same voluntarily for **Newcastle Construction, Inc.**

Given under my hand this 5<sup>th</sup> day of November, 2021.

  
Notary Public  
My Commission Expires: \_\_\_\_\_







20220218000070110 5/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
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MORTGAGE Book & Page

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Nike Bowlin - Judge of Probate  
St. Clair County, Alabama

**EXHIBIT A**

**ADDED PROPERTY**

Lot 803, according to the Survey of Sweetwater Subdivision Phase Eight, as recorded in Map Book 2021, Page 48, in the Probate Office of St. Clair County, Alabama.

Lot 804, according to the Survey of Sweetwater Subdivision Phase Eight, as recorded in Map Book 2021, Page 48, in the Probate Office of St. Clair County, Alabama.

Lot 805, according to the Survey of Sweetwater Subdivision Phase Eight, as recorded in Map Book 2021, Page 48, in the Probate Office of St. Clair County, Alabama.

Book/Pg: 2021/82546

Term/Cashier: 5 PC-PROB-REC-02 / dwyatt

Tran: 13816.338589.474855

Recorded: 12-14-2021 13:25:30

CER Certification Fee 3.00

MHF Mental Health Fee 6.50

MTG Mortgage Tax 1500.00

PJF Special Index Fee 5.50

REC Recording Fee 15.00

Total Fees: \$ 1530.00