

20220901000343330
09/01/2022 02:31:38 PM
MORTAMEN 1/7

THIS INSTRUMENT PREPARED BY:

Joshua L. Hartman
Hartman, Springfield & Walker, LLP
PO Box 846
Birmingham, AL 35201

THE MATURITY DATE HAS NOT BEEN EXTENDED

STATE OF ALABAMA)

COUNTY OF SHELBY)

SUPPLEMENT TO MORTGAGE

This Agreement is by and between **SouthPoint Bank** ("Bank") and SB Dev. Corp., an Alabama corporation, Signature 150, LLC, an Alabama limited liability company, Blackridge Partners, LLC, an Alabama limited liability company, Stockton Partners, LLC, an Alabama limited liability company, Stockton Partners, II, LLC, an Alabama limited liability company and NSH Corp. an Alabama corporation (collectively "Borrower").

WHEREAS, Borrower is indebted to Bank as evidenced by a Revolving Credit Commercial Note dated May 2, 2016 (the "Indebtedness"), and secured by a Master Future Advance Mortgage dated August 3, 2017, such mortgage being recorded on February 9th, 2018, at Instrument #20180209000043030, in the Probate Office of Shelby County, Alabama ("Mortgage", which term also includes all related mortgage modifications); and

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on July 19, 2018, as Instrument #20180719000257540 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$4,500,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on April 4th, 2019, as Instrument #20190304000067380 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$5,000,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on July 1, 2019, as Instrument No. 20190718000256520 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$6,000,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on December 26, 2019, as Instrument No. 20191226000476620 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$7,500,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on September 5, 2021, as Instrument No. 20210805000379060 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$10,500,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on September 15, 2022, as Instrument No. 20220815000318840 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$17,000,000.00;

WHEREAS, Borrower has requested that the Mortgage be amended to add additional property as security for the Indebtedness and other obligations and the Bank has consented to amend the Mortgage to do so.

NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the terms of the Mortgage are supplemented as follows:

Exhibit A to the Mortgage is amended by adding the real property described in Exhibit A hereto, and the parties hereby supplement and amend the definition of "Land" therein to include the same. Such supplement and amendment shall include, without limitation, all right, title, interest, and privileges of Borrower in and to (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking and public places, existing or proposed, abutting, adjacent, used in conjunction with or pertaining to such real property or the interests therein; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water and water rights, timber and crops pertaining to such real estate; and (iv) all appurtenances and all reversions and remainders in or to such real property (all collectively referred to herein as the "Added Land"), and all other Mortgaged Property (after giving effect to the addition of the property described in Exhibit A to the definition of Land). Borrower hereby grants, bargains, sells, conveys, mortgages and assigns the Added Land and other Mortgaged Property to Lender, subject to the terms and conditions of the Mortgage.

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 15th day of September, 2022.

BORROWER:

WITNESS:

SB Dev. Corp., an Alabama corporation

By: SB Holding Corp.
Its: Sole Shareholder


By: J. Daryl Spears
Its: Chief Financial Officer

WITNESS:

Signature 150, LLC, an Alabama limited liability company

By: SB Holding Corp.
Its: Managing Member


By: J. Daryl Spears
Its: Chief Financial Officer

WITNESS:

Blackridge Partners, LLC, an Alabama limited liability company

By: SB Holding Corp.
Its: Managing Member


By: J. Daryl Spears
Its: Chief Financial Officer

WITNESS:

Stockton Partners, LLC, an Alabama limited liability company

By: SB Holding Corp.
Its: Managing Member


By: J. Daryl Spears
Its: Chief Financial Officer

WITNESS:

Stockton Partners II, LLC, an Alabama limited liability company

By: SB Holding Corp.
Its: Managing Member


By: J. Daryl Spears
Its: Chief Financial Officer

WITNESS:

NSH CORP., an Alabama corporation

By: SB Holding Corp.
Its: Managing Member


By: J. Daryl Spears
Its: Chief Financial Officer

BANK:

WITNESS:

SouthPoint Bank


By: John Sivley
Its: Vice President

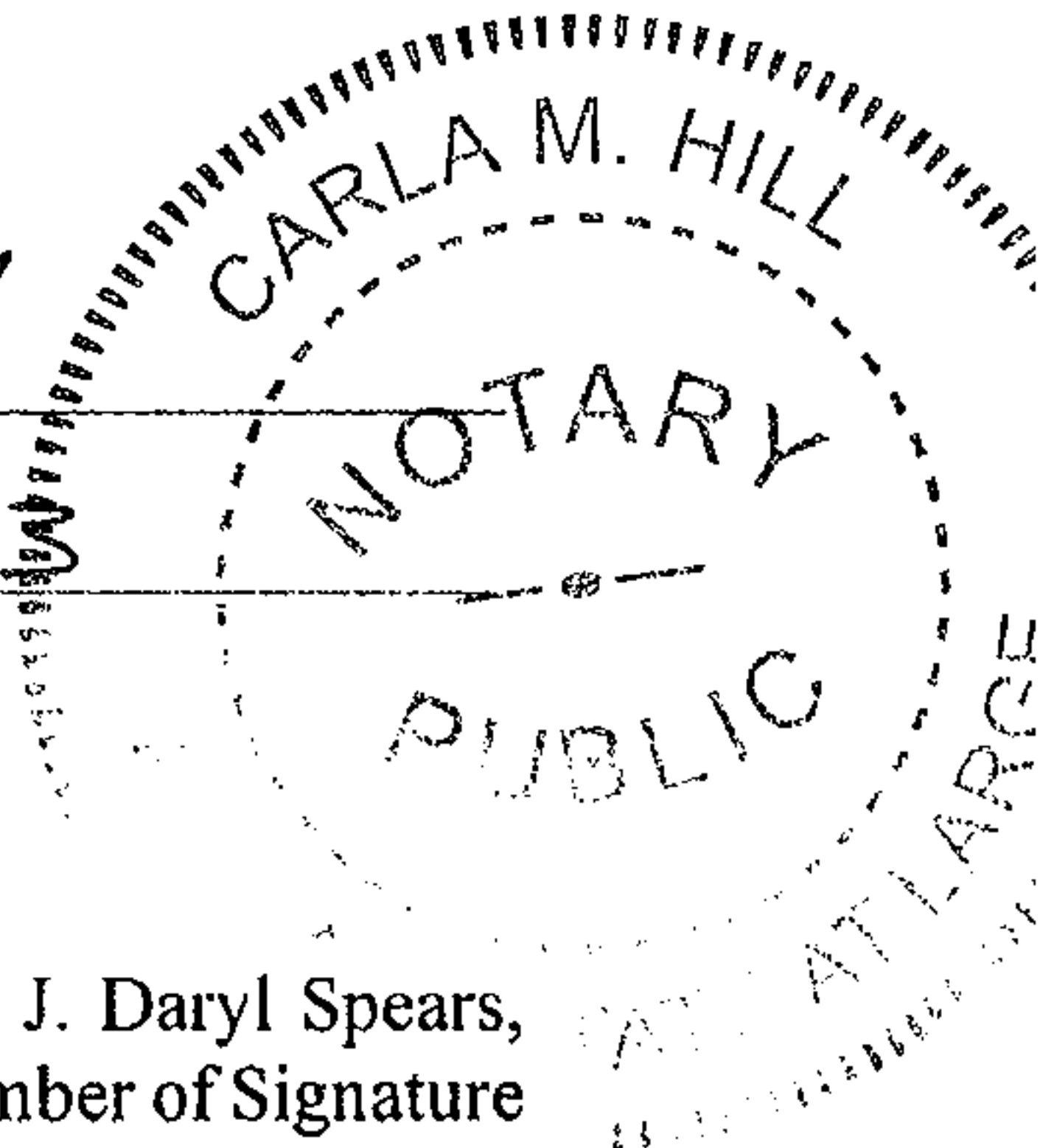
[Acknowledgement Page to Follow]

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, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, Sole Shareholder of SB Dev. Corp., an Alabama 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, as such officer and with full authority, executed the same for and as the act of said corporation.

Given under my hand and official seal this 1st day of September, 2022.

Carla M Hill
Notary Public
My Commission Expires: 3/23/23

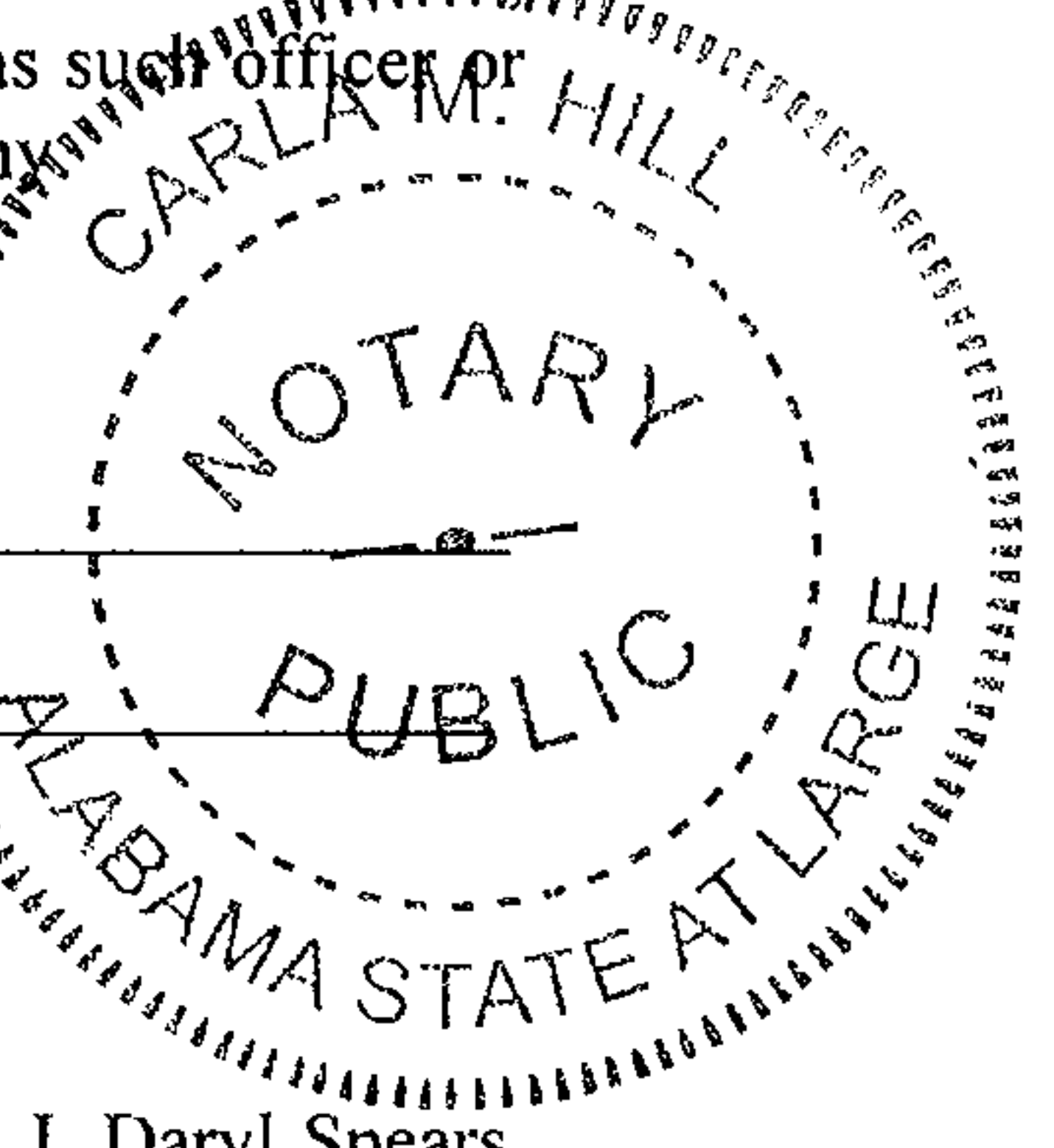


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that J. Daryl Spears, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, Managing Member of Signature 150, 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 said instrument, he, as such officer or member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 1st day of September, 2022.

Carla M Hill
Notary Public
My Commission Expires: 3/23/23

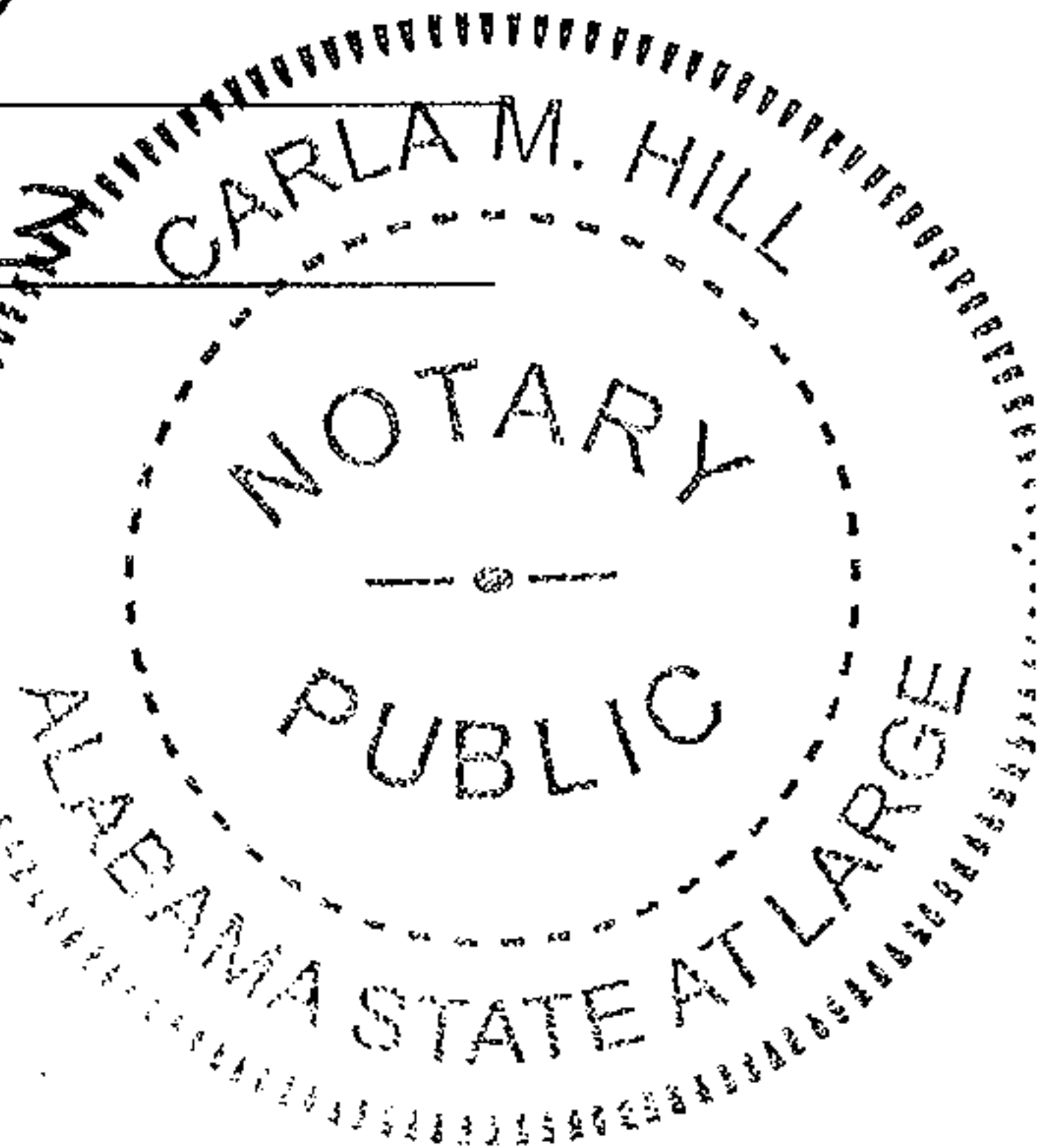


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that J. Daryl Spears, whose name as Chief Financial Officer of SB Holding Corp, an Alabama corporation, Managing Member 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 said instrument, he, as such officer or member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 1st day of September, 2022.

Carla M Hill
Notary Public
My Commission Expires: 3/23/23



[Acknowledgements Continued on Next Page]

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, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, Managing Member of Stockton 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 said instrument, he, as such officer or member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 1st day of September, 2022.

Carla M Hill

Notary Public

My Commission Expires: 3/23/23

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, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, Managing Member of Stockton Partners II, 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 said instrument, he, as such officer or member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 1st day of September, 2022.

Carla M Hill

Notary Public

My Commission Expires: 3/23/23

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, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, Managing Member of NSH Corp., an Alabama 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, as such officer or member and with full authority, executed the same for and as the act of said corporation.

Given under my hand and official seal this 1st day of September, 2022.

Carla M Hill

Notary Public

My Commission Expires: 3/23/23

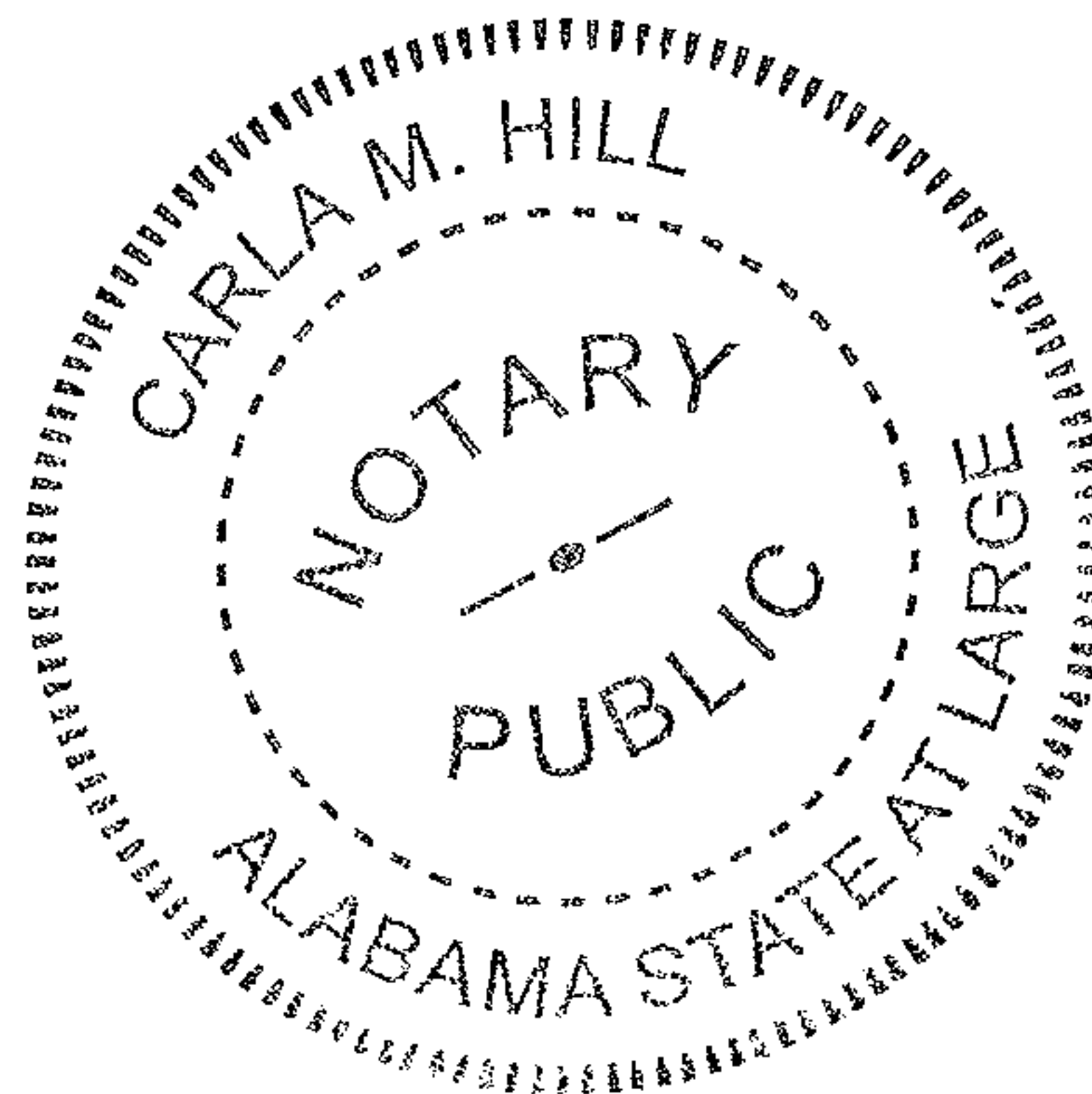
[Acknowledgements Continued on Next Page]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that John Sivley, whose name as Vice President of **SouthPoint Bank**, a 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 2nd day of September, 2022.

Carla M Hill
Notary Public
My Commission Expires: 9/1/22



Parcel I:

Lot 1327, according to the Survey of Blackridge Phase 3, as recorded in Map Book 55, Page 85, A, B & C, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 1608, according to the Survey of Blackridge Phase 6, as recorded in Map Book 56, Page 65, 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
09/01/2022 02:31:38 PM
\$51.00 BRITTANI
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Allen S. Bayl