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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 4<sup>th</sup>, 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.

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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 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: 1 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

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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		
BANK:	Its: Chief Financial Officer		
WITNESS:	SouthPoint Bank		
	By: John Sivley Its: Vice President  Page to Follow]		
[Acknowledgement	Page_to Follow]		

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STATE OF ALABAMA COUNTY OF JEFFERSON	)			
I, the undersigned Notary whose name as Chief Financial Of Corp., an Alabama corporation, is me on this day that, being informed executed the same for and as the accordance of the same for an accordance of the same for a contract of	ficer of SB Holdingsigned to the foregoed ed of the contents	oing instrument, and who is of said instrument, he, as	ration, Sole Sharehold known to me, acknow	ler of SB Dev. ledged before full authority,
Given under my hand and	official seal this _	day of September, 2  Autorian September, 2  Notary Public  My Commission Expires:	m/lell=	MINICAPA MARINE
STATE OF ALABAMA COUNTY OF JEFFERSON	)			DIELIO I
I, the undersigned Notary whose name as Chief Financial Off 150, LLC, an Alabama limited lia acknowledged before me on this commember and with full authority, ex Given under my hand and	icer of SB Holding bility company, is lay that, being inforced the same force	1 CF	tion, Managing Memberstrument, and who is aid instrument, he, as said liability companys	er of Signature  known to many,  uch officer or
STATE OF ALABAMA COUNTY OF JEFFERSON	)			A STATE PRINTERS
I, the undersigned Notary whose name as Chief Financial Blackridge Partners, LLC, an Alal known to me, acknowledged before officer or member and with full au	Officer of SB Ho cama limited liabile e me on this day th	ity company, is signed to tat, being informed of the co	nereby certify that J. corporation, Managin the foregoing instruments of said instruments.	Daryl Spears, g Member of nt, and who is ent, he, as such
Given under my hand and	l official seal this _	day of September, 2  Concerns of September, 2  Notary Public  My Commission Expires:	1022. 2011/11/11/11/2/23	Chille M. M. Margarette
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STATE OF ALABAMA COUNTY OF JEFFERSON	)		
whose name as Chief Financial Of Partners, LLC, an Alabama limite acknowledged before me on this member and with full authority, ex	fficer of SB Holding d liability company day that, being information and the same for the same f	g Corp., an Alabama corporation, is signed to the foregoing instruction of the contents of said in and as the act of said limited	rument, and who is known to me, instrument, he, as such officer or liability company.
Given under my hand an	d official seal this	day of September, 2022	) *
		Notary Public	A CONTRACTOR OF THE PROPERTY OF THE PARTY OF
		My Commission Expires:	3/23/215 AM. HIVE
STATE OF ALABAMA COUNTY OF JEFFERSON	)		OTAR
I. the undersigned Notar	ry Public in and fo	r said County in said State, he	reby certify that J. Daryl Spears
Partners II, LLC, an Alabama lim	nited liability comp this day that, being	any, is signed to the foregoing informed of the contents of sa	reby certify that J. Daryl Spearson, Managing Member of Stockton instrument, and who is known to id instrument, he, as such officer ted liability company.
,	1 00 1 1 1 1	day of September, 2022	
Given under my hand an	d official seal this		
•		Landa m/	Karal Land Land Land Land Land Land Land Land
		Notary Public	3/23/23/11/11/20/20/20/20/20/20/20/20/20/20/20/20/20/
•		My Commission Expires:	5/25/0/5/1/2 1/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2
STATE OF ALABAMA COUNTY OF JEFFERSON	)		The Comment of the Co
I, the undersigned Notar	ry Public in and fc	or said County in said State, he	reby certify that J. Dary Spears, C, L
whose name as Chief Financial Corp., an Alabama corporation, is	Officer of SB Hold signed to the foreg	ing Corp., an Alabama corpora going instrument, and who is kn	tion, Managing Member of NSTI  own to me, acknowledged before  officer or member and with full.
authority, executed the same for a			
Given under my hand an	d official seal this	day of September, 2022	
		Cala m/l	ell
		Notary Public	
		My Commission Expires:	5/d5/d5
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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 2 day of September, 2022.

Notary Public

My Commission Expires:

THE THE PART OF TH

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### 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
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