


THIS INSTRUMENT PREPARED BY:
Michael B. Odom
McGlinchey Stafford PLLC
505 20th Street North, Suite 800
Birmingham, Alabama 35203
(205) 725-6411

2022 40697
Recorded in the Above
MORTGAGE Book & Page
08-09-2022 08:49:59 AM
Andrew Weatherston - Judge of Probate
St. Clair County, Alabama

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


20220928000371570 1/5 \$38.00
Shelby Cnty Judge of Probate, AL
09/28/2022 10:49:41 AM FILED/CERT

SIXTH AMENDMENT TO MASTER MORTGAGE

NOTES TO CLERK: (1) THIS AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (2) THIS SIXTH AMENDMENT ADDS PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA, ST. CLAIR COUNTY, ALABAMA AND JEFFERSON COUNTY, ALABAMA, TO THE MORTGAGE AND DOES NOT RELEASE OR REPLACE ANY PORTION OF THE MORTGAGE; (3) THIS IS THE SIXTH 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 PROBATE OFFICE OF ST. CLAIR COUNTY, ALABAMA; AND RECORDED AS INST. # 2021108863 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

THIS SIXTH AMENDMENT TO MASTER MORTGAGE (the "**Sixth 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 29th 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, the Mortgage was amended by an Amendment to Master Mortgage dated November 5, 2021, and recorded in (a) Mortgage Book 2021, Page 82546, in the Office of the Judge of Probate of St. Clair County, Alabama; (b) Inst. # 2022009584 in the Office of the Judge of Probate of Jefferson County, Alabama; and (c) in Instrument 22020218000070110 in the Office of the Judge of Probate of Shelby County, Alabama (the "**First Amendment**").



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WHEREAS, the Mortgage was amended by a Second Amendment to Master Mortgage dated January 13, 2022, recorded in Mortgage Book 2022, Page 5970-5972, in the Office of the Judge of Probate of St. Clair County, Alabama (the "**Second Amendment**").

WHEREAS, the Second Amendment was not recorded in Jefferson or Shelby Counties because it only added property located in St. Clair County, Alabama, to the Mortgage.

WHEREAS, the Mortgage was amended by a Third Amendment to Master Mortgage dated February 9, 2022, recorded in Mortgage Book 2022, Page 11764, in the Office of the Judge of Probate of St. Clair County, Alabama (the "**Third Amendment**").

WHEREAS, the Third Amendment was not recorded in Jefferson or Shelby Counties because it only added property located in St. Clair County, Alabama, to the Mortgage.

WHEREAS, the Mortgage was amended by a Fourth Amendment to Master Mortgage dated March 10, 2022, recorded in Mortgage Book 2022, Page 19513, in the Office of the Judge of Probate of St. Clair County, Alabama; recorded in Instrument #20220504000182530, in the Office of the Judge of Probate of Shelby County, Alabama; and recorded in Inst. #2022054075, in the Office of the Judge of Probate of Jefferson County, Alabama (the "**Fourth Amendment**").

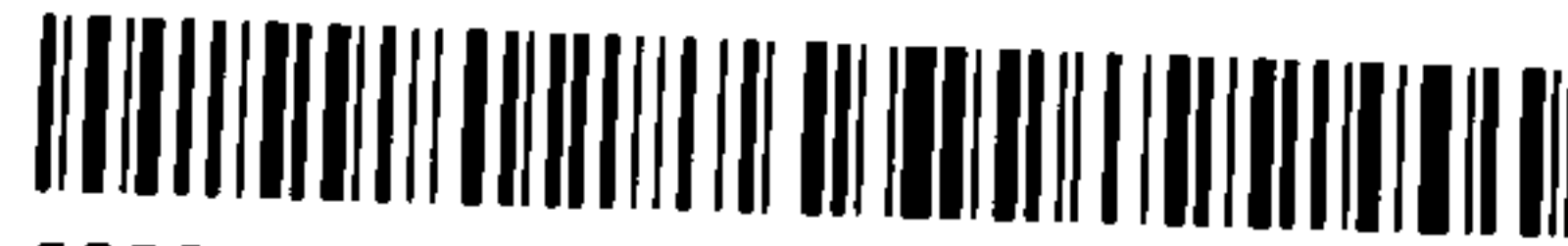
WHEREAS, the Mortgage was amended by a Fifth Amendment to Master Mortgage dated May 6, 2022, recorded in Mortgage Book 2022, Page 27834, in the Office of the Judge of Probate of St. Clair County, Alabama; recorded in Instrument #20220610000232270, in the Office of the Judge of Probate of Shelby County, Alabama; and recorded in Inst. #2022058916, in the Office of the Judge of Probate of Jefferson County, Alabama (the "**Fifth Amendment**").

WHEREAS, by this Sixth Amendment the Mortgage is amended to add the property in Shelby County, Alabama, St. Clair County, Alabama and Jefferson County, Alabama 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.

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 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 and Amendments, privilege taxes in (as required by Ala. Code 1975 § 40-22-2) were paid in full.



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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 Mortgage, 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. **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.
2. **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.

[Signature Page to Follow]



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IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 20th
day of July, 2022.

NEWCASTLE CONSTRUCTION, INC.,
an Alabama corporation

By: [Signature]
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 20th day of July, 2022.

[Signature]
Notary Public

My Commission Expires:

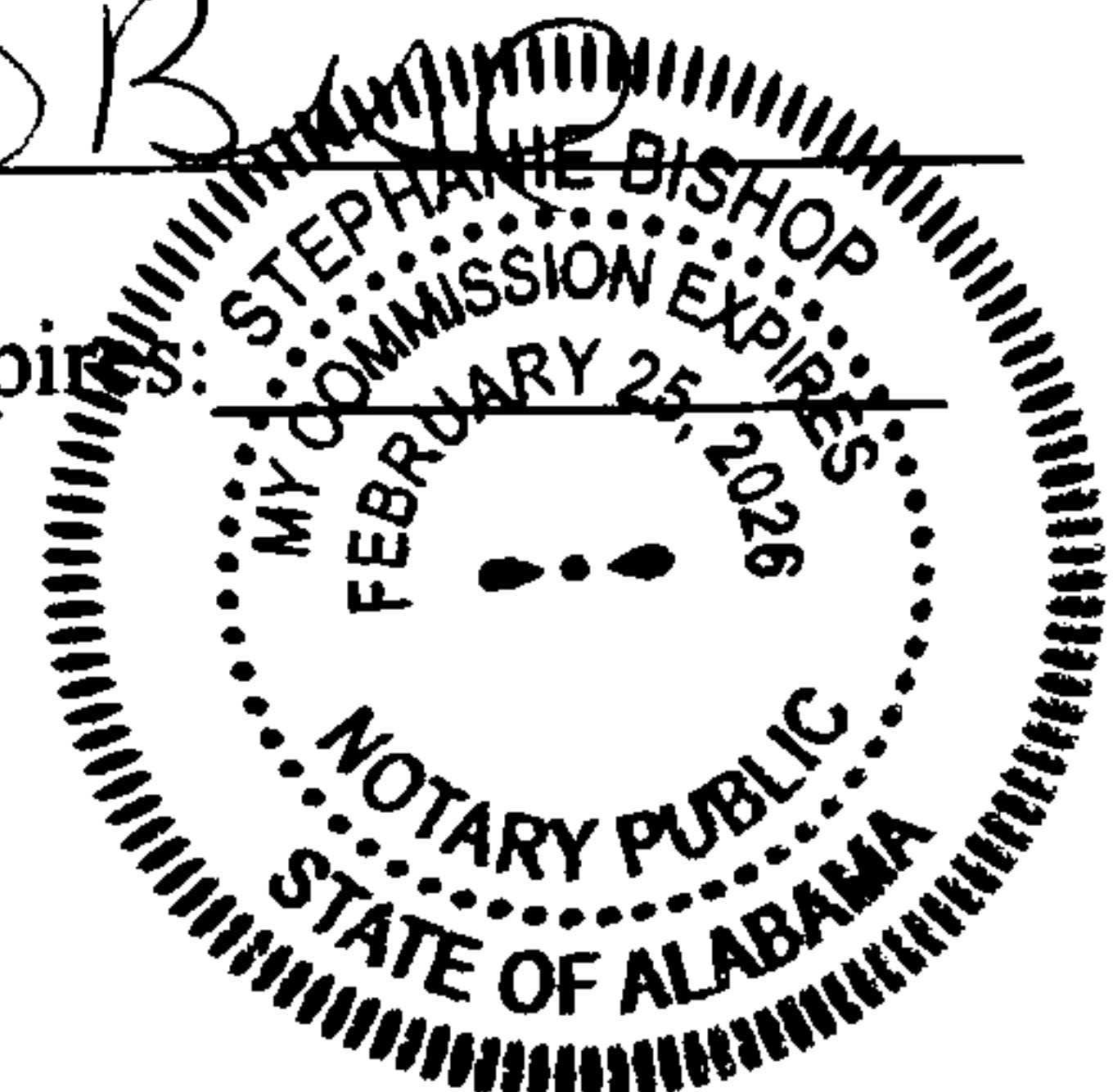


EXHIBIT A

ADDED PROPERTY



20220928000371570 5/5 \$38.00
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Lot 11 of McKesie Crossing Subdivision as shown on map or plat as recorded in Plat Book 2021, Page 21 and 21.1, in the Office of the Judge of Probate of St. Clair County, Alabama.

Lot 12 of McKesie Crossing Subdivision as shown on map or plat as recorded in Plat Book 2021, Page 21 and 21.1, in the Office of the Judge of Probate of St. Clair County, Alabama.

Lot 106, according to the Final Plat of Barimore Phase 1, Sector 1, as recorded in Map Book 55, Page 93, in the Probate Office of Shelby County, Alabama.

Lot 107, according to the Final Plat of Barmiore Phase 1, Sector 1, as recorded in Map Book 55, Page 93, in the Probate Office of Shelby County, Alabama.

2022 40701
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08-09-2022 08:49:59 AM
Andrew Weatherington - Judge of Probate
St. Clair County, Alabama
Book/Pg: 2022/40697
Term/Cashier: N PROB19-REC-ASH / robinson
Tran: 14431.353223.491437
Fees Posted: 08-09-2022 08:51:03
CER Certification Fee 3.00
MHF Mental Health Fee 6.50
NTX NO TAX COLLECTED 1.00
PIF Special Index Fee 3.50
REC Recording Fee 15.00
Total Fees: \$ 31.00