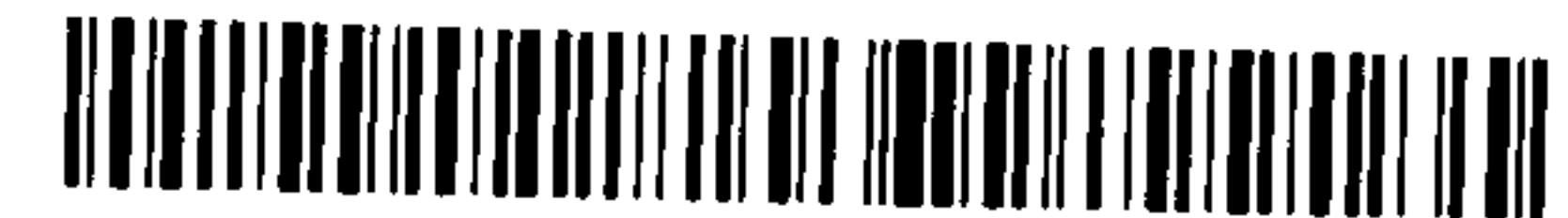


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Recorded in the Above  
MORTGAGE Book & Page  
11-28-2022 09:27:07 AM  
Andrew Weatherston - Judge of Probate  
St. Clair County, Alabama

**THIS INSTRUMENT PREPARED BY:**  
Michael B. Odom  
Phelps Dunbar, LLP  
2001 Park Place North, Suite 700  
Birmingham, Alabama 35203  
(205) 716-5258

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



20221213000449720 1/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
12/13/2022 09:09:35 AM FILED/CERT

**SEVENTH AMENDMENT TO  
MASTER MORTGAGE**

**NOTES TO CLERK: (1) THIS SEVENTH AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (2) THIS SEVENTH AMENDMENT INCREASES THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE BY AN AMOUNT OF \$1,650,000.00, WHICH SHALL BE ALLOCATED \$500,000.00 TO ST. CLAIR COUNTY, ALABAMA, AND \$1,150,000.00 TO SHELBY COUNTY, ALABAMA. (3) THIS SEVENTH AMENDMENT ADDS PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA AND ST. CLAIR COUNTY, ALABAMA, TO THE MORTGAGE AND DOES NOT RELEASE OR REPLACE ANY PORTION OF THE MORTGAGE; (4) THIS IS A SEVENTH 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 SEVENTH AMENDMENT TO MASTER MORTGAGE ("Seventh 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**, 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) Instr. # 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 St. Clair County, Alabama; and recorded in Inst. #2022058916, in the Office of the Judge of Probate of Jefferson County, Alabama (the "**Fifth Amendment**").

**WHEREAS**, the Mortgage was amended by a Sixth Amendment to Master Mortgage dated July 20, 2022, recorded in Mortgage Book 2022, Page 40697, in the Office of the Judge of Probate of St. Clair County, Alabama; recorded in Instrument # 202209280003715<sup>10</sup>, in the Office of the Judge of Probate of Shelby County, Alabama (the "**Sixth Amendment**").

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

**WHEREAS**, by this Seventh Amendment the Mortgage is amended to increase the maximum principal indebtedness secured by the Mortgage by an additional amount of \$1,650,000.00 such that the total principal indebtedness secured thereby is \$8,650,000.00. The Mortgage is also amended to add the property in Shelby County, Alabama and St. Clair 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





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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.

**WHEREAS**, the Mortgage is the Mortgage referred to in the Note and Loan 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 (as required by Ala. Code 1975 § 40-22-2) were paid in full.

**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. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of Seven Million and 00/100 Dollars (\$7,000,000.00) evidenced by the Note, as modified, amended and renewed, but also an additional advance or loan of One Million Six Hundred Fifty Thousand and 00/100 Dollars (\$1,650,000.00) made in connection herewith to Mortgagor, and all the interest thereon. The indebtedness secured by the Mortgage shall be Eight Million Six Hundred Fifty Thousand and 00/100 Dollars (\$8,650,000.00) 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. **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 26th day of September, 2022.

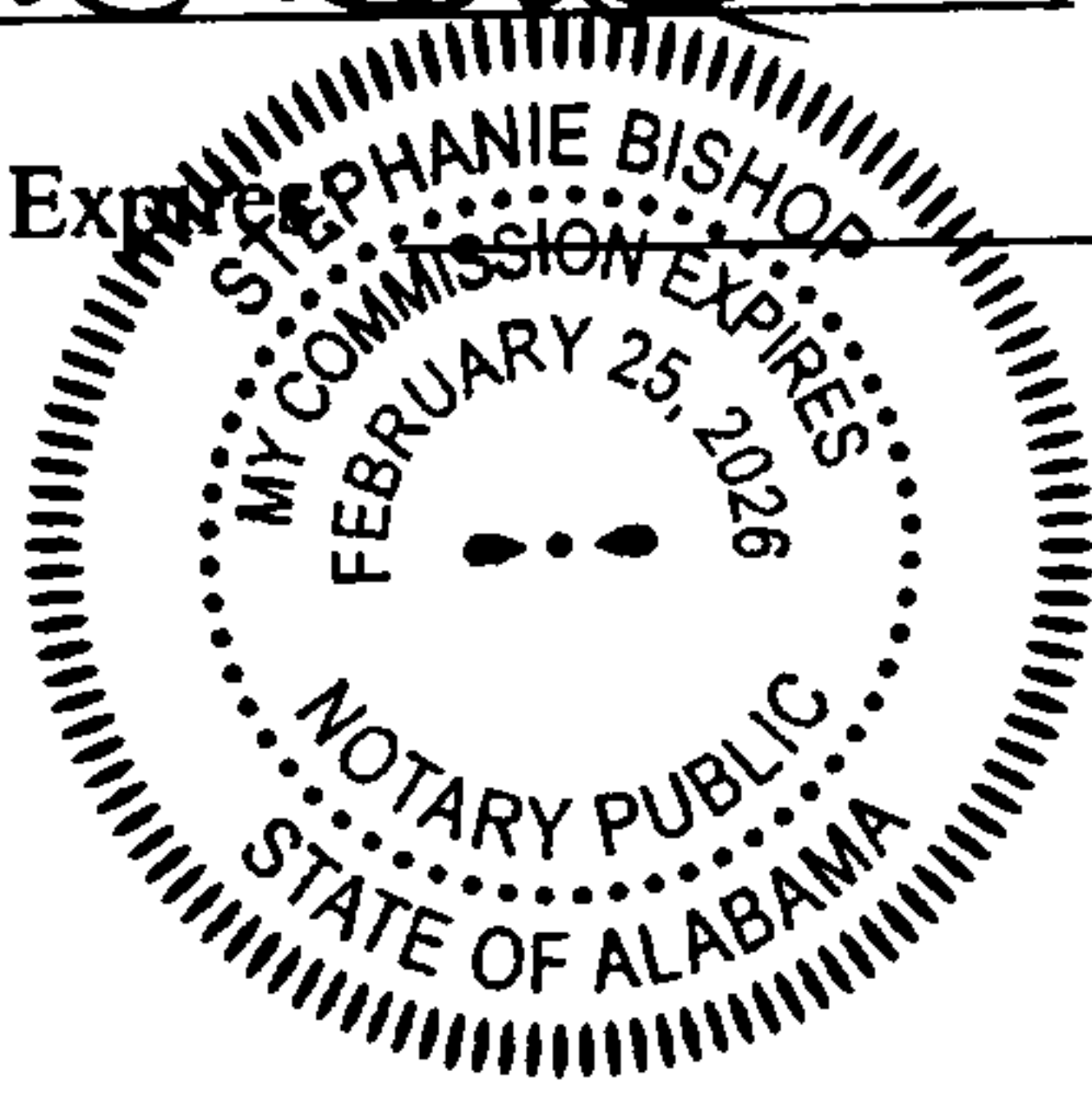
NEWCASTLE CONSTRUCTION, INC.,  
an Alabama corporation

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 26th day of September, 2022.

[Signature]  
Notary Public  
My Commission Expires  




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Recorded in the Above

MORTGAGE Book & Page

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Andrew Weathinston - Judge of Probate  
St. Clair County, Alabama

**EXHIBIT A**

**ADDED PROPERTY**

Lots 905, 908 and 929, according to the Survey of Sweetwater Subdivision, Phase Nine, as recorded in Map Book 2022, Page 55, in the Probate Office of St. Clair County, Alabama.

Lots 182 and 187, 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.

Book/Pg: 2022/55448  
Term/Cashier: S PROB-21-10713 / svann  
Tran: 14710.359565.498457  
Fees Posted: 11-28-2022 09:27:55  
CER Certification Fee 3.00  
MHF Mental Health Fee 6.50  
MTG Mortgage Tax 2475.00  
PJF Special Index Fee 5.50  
REC Recording Fee 15.00  
Total Fees: \$ 2505.00