

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE MODIFICATION

This Mortgage Modification Agreement (“Agreement”) is made and entered into as of the date set forth below, by and between **BLACKRIDGE PARTNERS, LLC, BLACKRIDGE PARTNERS II, LLC** and **TCVC RESIDENTIAL, LLC**, each an Alabama limited liability company (collectively referred to as the “Mortgagor”) and **BANKPLUS**, a Mississippi banking corporation (“Mortgagee”).

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain real estate mortgage from Mortgagor dated March 21, 2022, recorded on June 17, 2022 as **Instrument Number 20220617000243100** in the records of the Office of the Judge of Probate of Shelby County, Alabama (“Mortgage”); and

WHEREAS, the Mortgage secures a revolving line of credit utilized for the development of residential properties; and

WHEREAS, as certain advances are made under the line of credit, residential lots are added as collateral security under the Mortgage by mortgage modifications and then released when construction is completed and the lots are sold; and

WHEREAS, the existing Mortgagors, Blackridge Partners, LLC and TCVC Residential, LLC have requested that the Mortgagee add Blackridge Partners II, LLC as a co-borrower, permitting Blackridge Partners II, LLC to request advances under the line of credit and secure the same with residential properties; and

WHEREAS, Mortgagor is agreeable to doing so, only if Blackridge Partners II, LLC is added to the Mortgage in order to create a lien in favor of the Mortgagor on properties developed by Blackridge Partners II, LLC.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. By execution hereof, Blackridge Partners II, LLC is added to the Mortgage as a Mortgagor and does hereby assume all obligations of a Mortgagor pursuant thereto.
2. By its execution hereof, Blackridge Partners II, LLC does hereby grant, convey, bargain, sell and mortgages unto the Mortgagee all of the property described in Exhibit A hereto.
3. Each Mortgagor by its execution hereof does hereby ratify the Mortgage (as amended hereby) and acknowledges the validity and enforceability of each of the terms and covenants of the Mortgage and other loan documents.

4. Each Mortgagor, by its execution hereof acknowledges that it has no claims, demands, causes of action or rights of setoff against Mortgagee, accruing prior to the date hereof.
5. The Mortgage, together with this modification, shall secure the Second Amended Master Promissory Note as amended this day and any future renewals, modifications, or extensions thereof.
6. By their execution hereof, each Mortgagor conveys, and mortgages unto Mortgagee all of the property subject to the Mortgage and submits such property to each and every term, covenant and condition of said Mortgage, as amended.
7. In all respects other than as modified hereby, the Mortgage remains in full force and effect in accordance with the original terms and this Agreement shall in no way affect the priority of the lien of the Mortgage other than as to those properties previously released from the lien of the Mortgage by recorded partial releases.

This Agreement shall be effective as of the date of its execution by all parties hereto.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth below.

MORTGAGOR:

NSH NASHVILLE, LLC

a Tennessee limited liability company

By: SB Holding Corp., an Alabama corporation
(Managing Member of NSH Nashville, LLC)

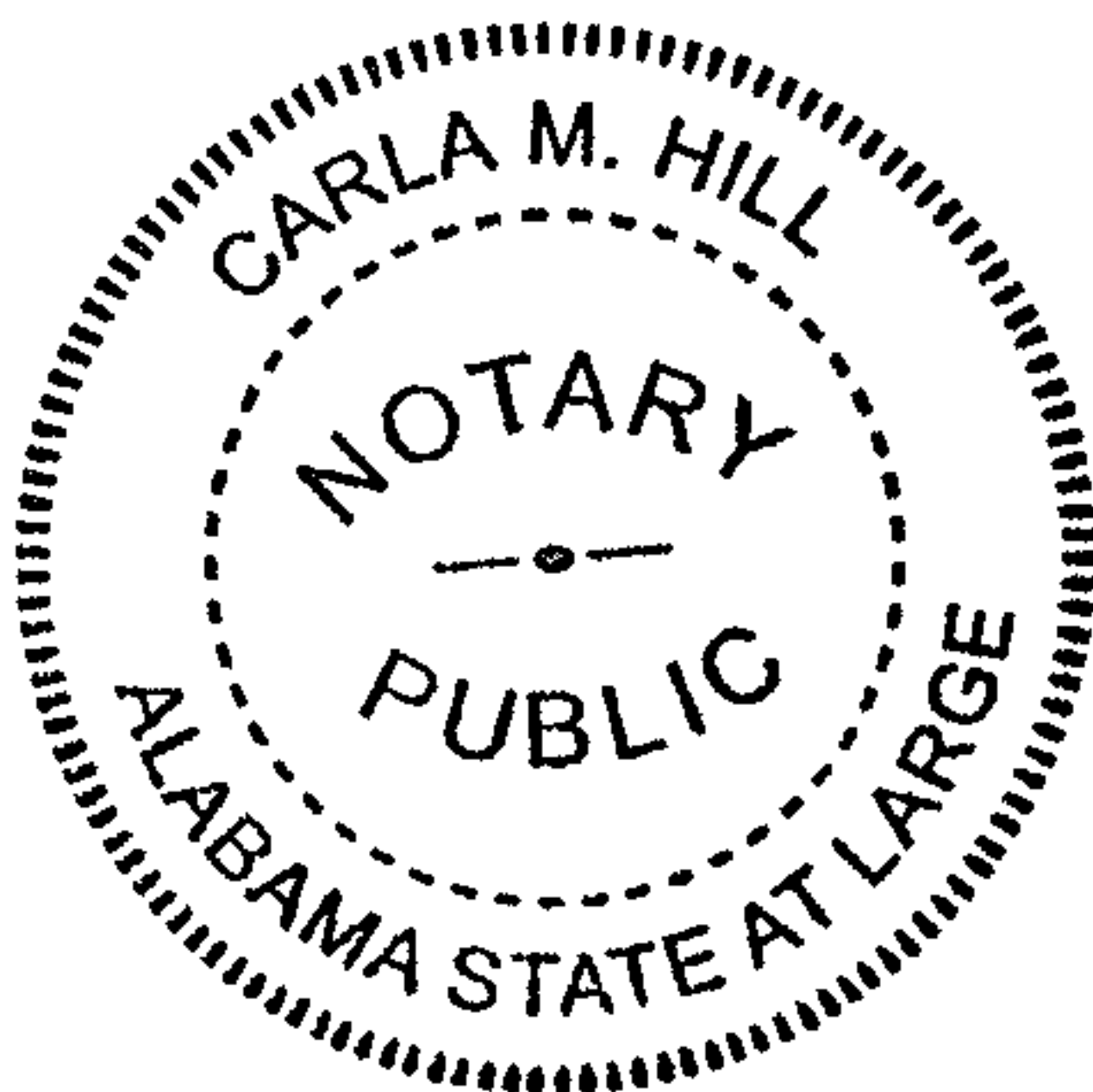
By: _____

J. Daryl Spears, Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **J. Daryl Spears** with whom I am personally acquainted, or provide to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as managing member of **NSH NASHVILLE, LLC**, a Tennessee limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained by signing the name of said corporation by himself as such officer of said limited liability company.

Witness my hand and official seal this 10th day of May, 2023.



Carla M Hill
Notary Public

My Commission Expires: 3/23/27

My Commission Expires March 23, 2027

BLACKRIDGE PARTNERS, LLC

an Alabama limited liability company

By: SB Holding Corp., an Alabama corporation
(Managing Member of Blackridge Partners, LLC)

By: _____

J. Daryl Spears, Chief Financial Officer

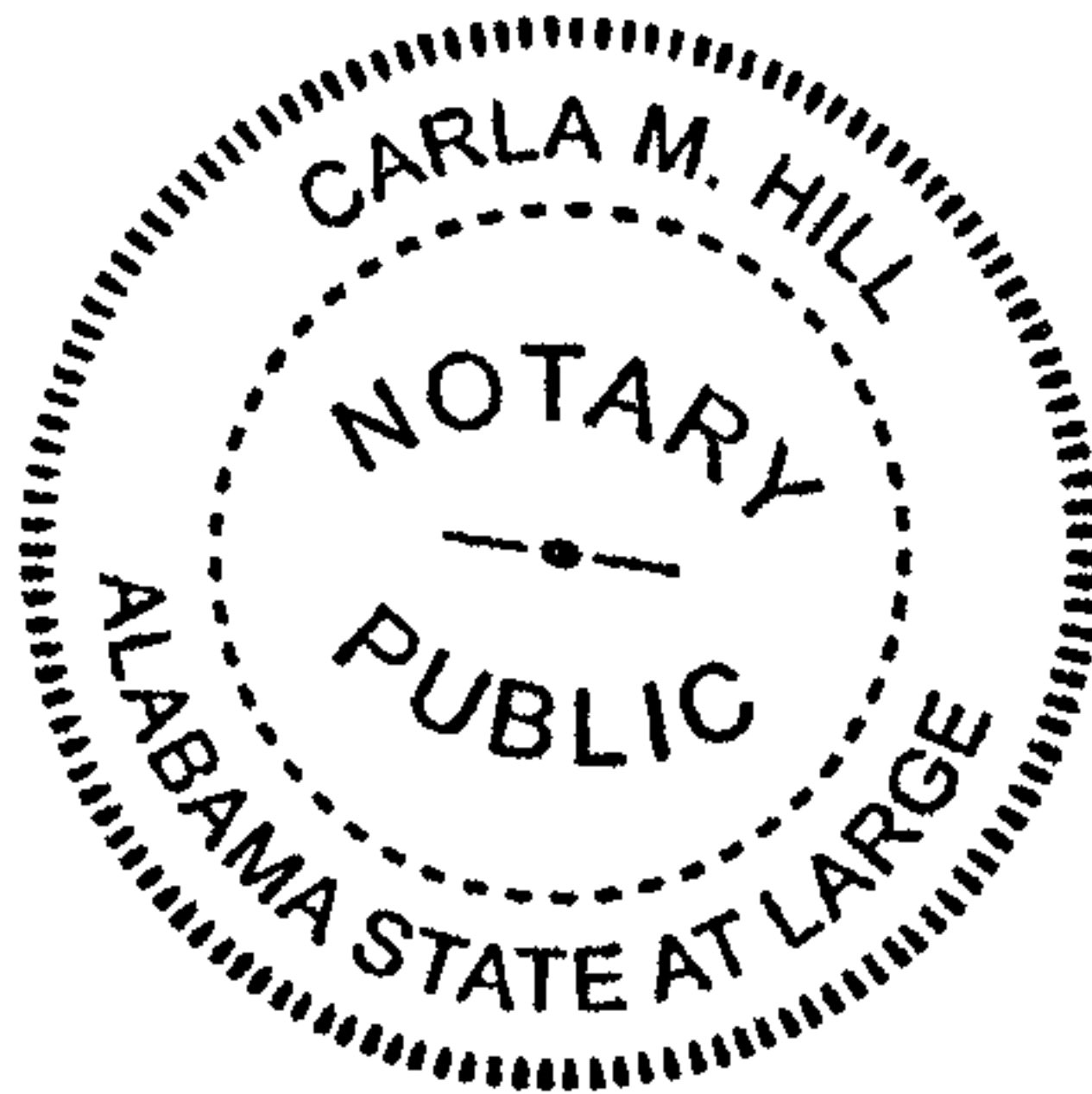
STATE OF ALABAMA
COUNTY OF JEFFERSON

Before, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **J. Daryl Spears** with whom I am personally acquainted, or provide to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as managing member of **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained by signing the name of said corporation by himself as such officer of said limited liability company.

Witness my hand and official seal this 10th day of May, 2023

Carla M Hill
Notary Public

My Commission Expires: 3/23/27



My Commission Expires March 23, 2027

BLACKRIDGE PARTNERS II, LLC

an Alabama limited liability company

By: SB Holding Corp., an Alabama corporation
(Managing Member of Blackridge Partners, LLC)

By: _____

J. Daryl Spears, Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

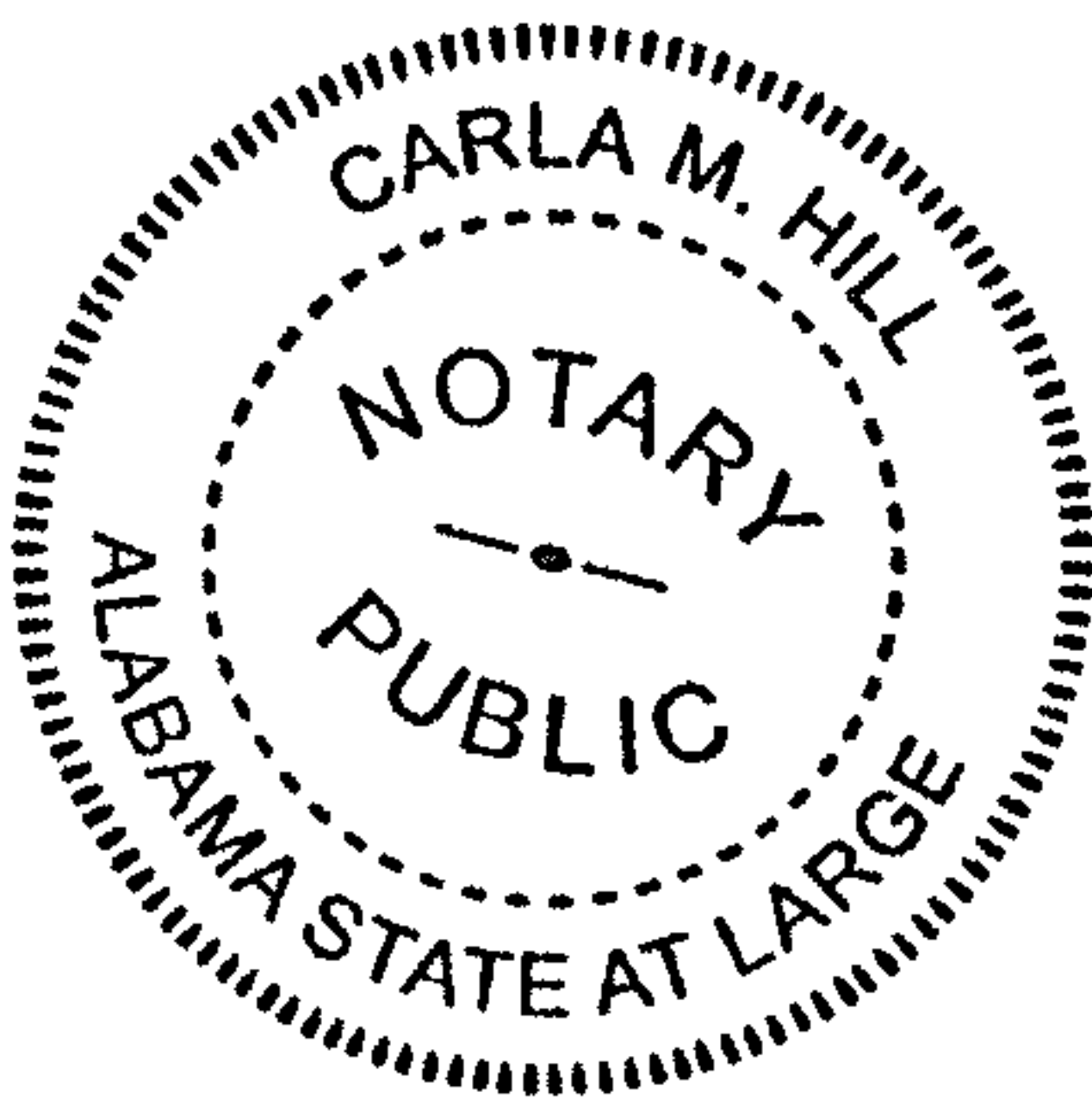
Before, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **J. Daryl Spears** with whom I am personally acquainted, or provide to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as managing member of **BLACKRIDGE PARTNERS II, LLC**, an Alabama limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained by signing the name of said corporation by himself as such officer of said limited liability company.

Witness my hand and official seal this 10th day of May, 2023

Carla M Hill

Notary Public

My Commission Expires: _____



My Commission Expires March 23, 2027

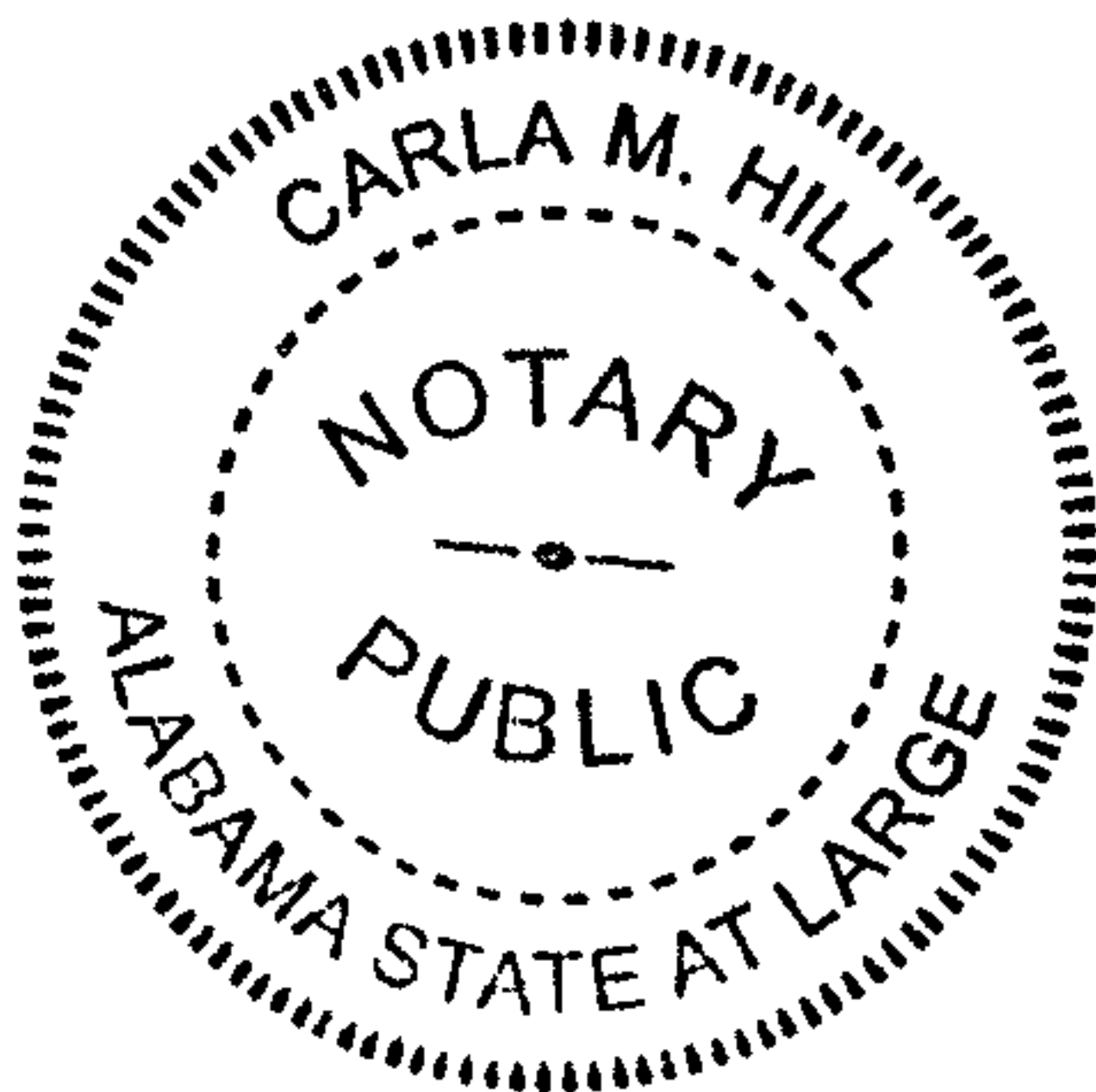
TCVC RESIDENTIAL, LLC
an Alabama limited liability company
By: SB Holding Corp., an Alabama corporation
(Managing Member of TCVC Residential, LLC)

By: 
J. Daryl Spears, Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **J. Daryl Spears** with whom I am personally acquainted, or provide to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as managing member of **TCVC RESIDENTIAL, LLC**, an Alabama limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained by signing the name of said corporation by himself as such officer of said limited liability company.

Witness my hand and official seal this 10th day of May, 2023




Notary Public
My Commission Expires: _____

My Commission Expires March 23, 2027


ST. MARLO, LLC

a Tennessee limited liability company

By: SB Holding Corp., an Alabama corporation

(Managing Member of St. Marlo, LLC)

By: _____

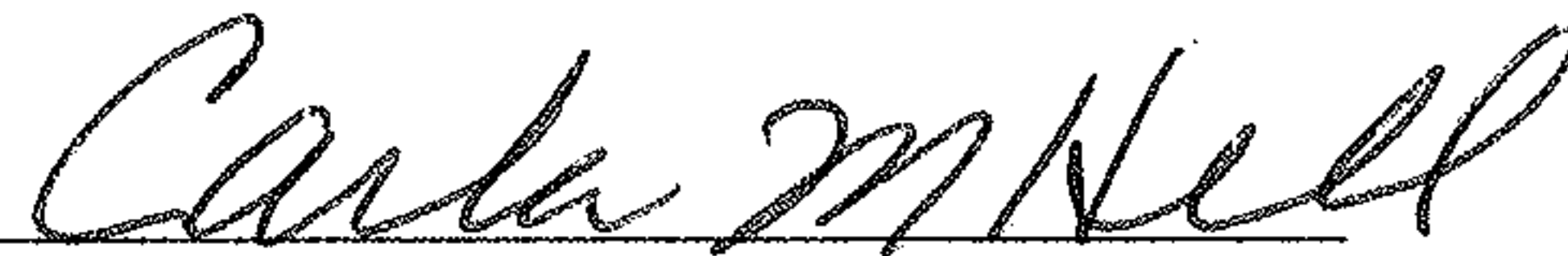


J. Daryl Spears, Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **J. Daryl Spears** with whom I am personally acquainted, or provide to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as managing member of **ST. MARLO, LLC**, a Tennessee limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained by signing the name of said corporation by himself as such officer of said limited liability company.

Witness my hand and official seal this 10th day of May, 2023

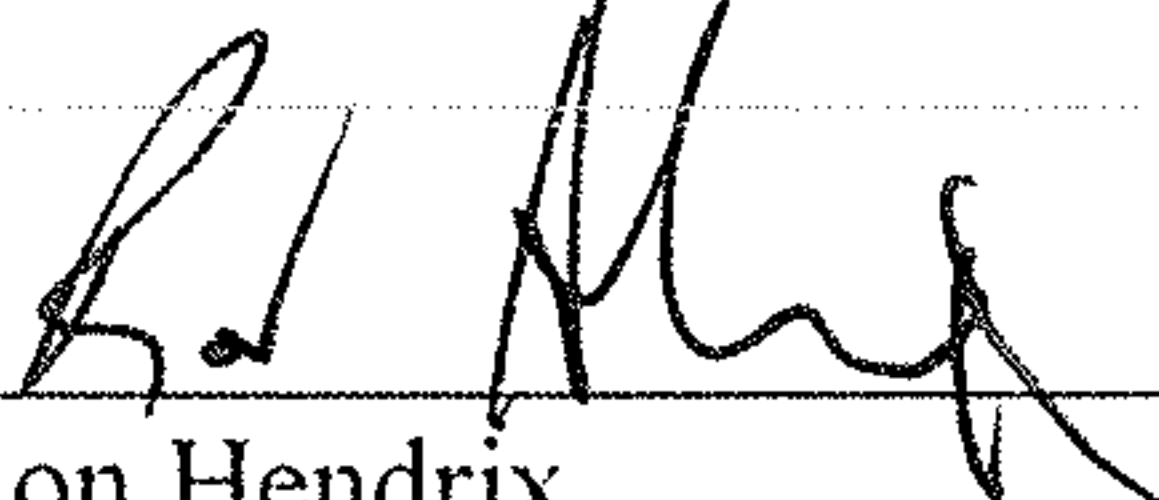


Notary Public

My Commission Expires: _____

My Commission Expires March 23, 2027

MORTGAGEE:
BANKPLUS,
a Mississippi banking corporation


By: Ron Hendrix
Its: First Vice President

STATE OF Alabama
COUNTY OF Madison

I, the undersigned authority, in and for said County in said State, hereby certify that Ron Hendrix whose name as 1st VP of **BANKPLUS**, a Mississippi banking corporation, is signed to the foregoing instrument and (☒) who is known to me or () has produced _____ as identification, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 9 day of May, 2023.

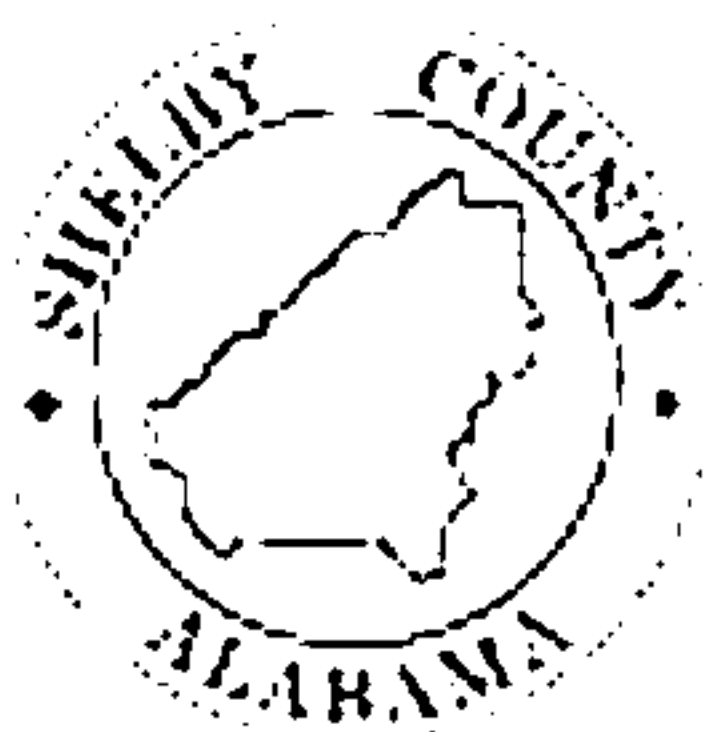
(S E A L)




NOTARY PUBLIC
My Commission Expires:

Exhibit "A"
Property Description

Lots 1708 & 1753, according to the Survey of Blackridge South, Phase 7, as recorded in Map Book 56, Page 96 A & B, 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
05/10/2023 02:20:13 PM
\$47.00 JOANN
20230510000138490

Allen S. Bayl