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 9<sup>th</sup>, 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, pursuant to the Mortgage Modification Agreement recorded on November 15, 2022, as

Instrument No. 20221115000422810 in the Probate Office of Shelby County, Alabama, Blackridge Partners II, LLC was added as a Borrower and Mortgagor;

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.

**BORROWER:** 

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the \_\_\_\_\_\_ day of June, 2023.

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 liability company
	By: SB Holding Corp.  Its: Managing Member
	By: J. Daryl Spears  Its: Chief Financial Officer
	Blackridge Partners II, LLC, an Alabam liability company
	By: SB Holding Corp.  Its: Managing Member
	By: J. Baryl Spears Its: Chief Financial Officer
WITNESS:	Stockton Partners, LLC, an Alabama liability company
	By: SB Holding Corp.  Its: Managing Member
	By: J Baryl Spears Its: Chief Financial Officer
WITNESS:	Stockton Partners II, LLC, an Alabam 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 Vice President

[Acknowledgement Page to Follow]

STATE OF ALABAMA

	COUNTY OF JEFFERSON )	
, 'R	whose name as Chief Financial Officer of Corp., an Alabama corporation, is signed	lic in and for said County in said State, hereby certify that J. Daryl Spears of SB Holding Corp., an Alabama corporation, Sole Shareholder of SB Devel to the foregoing instrument, and who is known to me, acknowledged before the contents of said instrument, he, as such officer and with full authority aid corporation.  Lial seal this 28 day of June, 2023.
	OTARL	(a) Jan 3011 (ms 2 day 0) 30110, 2023.
		Notary Public
4	PUBLICIOS	My Commission Expires: 3/3/3/7
	STATE OF ALABAMA )	
14	STATE OF ALABAMA ) COMMEY OF JEFFERSON )	
Littlifffff.	150, LLC, an Alabama limited liability acknowledged before me on this day the member and with full authority, execute of the model of the member and office of the model of th	f SB Holding Corp., an Alabama corporation, Managing Member of Signatur company, is signed to the foregoing instrument, and who is known to me at, being informed of the contents of said instrument, he, as such officer of the same for and as the act of said limited liability company.  Lial seal this Aday of June, 2023.  Notary Public  My Commission Expires:  Or SB Holding Corp, an Alabama corporation, Managing Member of SB Holding Corp, an Alabama corporation, Managing Member of limited liability company, is signed to the foregoing instrument, and who on this day that, being informed of the contents of said instrument, he, as such of the same for and as the act of said limited liability company.
	Given under my hand and offic	tial seal this Aday of June, 2023.    Control of June, 2023.   Control
	ACKING AND AND ACKING THE PROPERTY OF THE PROP	nowledgements Continued on Next Page]

STATE OF ALABAMA

COUNTY OF JEFFERSON

•	
whose name as Chief Financial Blackridge Partners II, LLC, an A known to me, acknowledged before	y Public in and for said County in said State, hereby certify that J. Daryl Spears, Officer of SB Holding Corp, an Alabama corporation, Managing Member of labama limited liability company, is signed to the foregoing instrument, and who is the me on this day that, being informed of the contents of said instrument, he, as such athority, executed the same for and as the act of said limited liability company.
TAR	donneral scal tills and the control of the control
	Notary Public
E. PUBLIC E	My Commission Expires: 3/23/2/
STATE-OF ALABAMA COUNTY OF JEFFERSON	)
whose name as Chief Financial Of Partners, LLC, an Alabama limited acknowledged before me on this	Public in and for said County in said State, hereby certify that J. Daryl Spears ficer of SB Holding Corp., an Alabama corporation, Managing Member of Stocktor d liability company, is signed to the foregoing instrument, and who is known to me day that, being informed of the contents of said instrument, he, as such officer or executed the same for and as the act of said limited liability company.  d official seal this A day of June, 2023.
	Proliment of the second of the
OTARY	Notary Public My Commission Expires: 3/23/27
NUBL	
STATE OF ALABAMA COUNTY OF JEFFERSON	)
whose name as Chief Financial Of Partners II, LLC, an Alabama limme, acknowledged before me on to member and with full authority	Py Public in and for said County in said State, hereby certify that J. Daryl Spears ficer of SB Holding Corp., an Alabama corporation, Managing Member of Stocktor ited liability company, is signed to the foregoing instrument, and who is known to this day that, being informed of the contents of said instrument, he, as such officer, executed the same for and as the act of said limited liability company.
Given under my hand an	d official seal thisday of June, 2023.
WINDLA M. HIMM	Notary Public 2 (12)
OTARL	My Commission Expires:
DUBLICE	

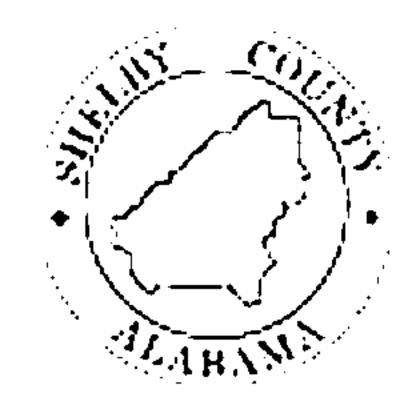
## 20230629000193030 06/29/2023 08:46:23 AM MORTAMEN 7/8

STATE OF ALABAMA

COUNTY OF JEFFERSON )	
I, the undersigned Notary Public in and for said County in said State, hereby certify that J. whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, Managing Me Corp., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknow me on this day that, being informed of the contents of said instrument, he, as such officer or member authority, executed the same for and as the act of said corporation.  Given under my hand and official seal this 28 day of June, 2023.	mber of NSF ledged before
Notary Public My Commission Expires: 3/3/3/7	
STATE OF ALABAMA ) COUNTY OF JEFFERSON )	
I, the undersigned, Notary Public in and for said County in said State, hereby certify that John name as Vice President of SouthPoint Bank, a banking corporation, is signed to the foregoing instrume known to me, acknowledged before me on this day that, being informed of the contents of the instrume 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 28 day of June, 2023.	ent and who i
Cala Mull,	
Notary Public  My Commission Expires: 3/23/27	*

## EXHIBIT "A"

Lots 1831, 1832 & 1840, according to the Survey of Blackridge South Phase 8, as recorded in Map Book 58, Page 10, 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
06/29/2023 08:46:23 AM
\$55.00 BRITTANI
20230629000193030

alli 5. Buyl