

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

**AMENDMENT TO MORTGAGE**

9<sup>th</sup> This Amendment amends that certain Master Mortgage (hereinafter "Mortgage") dated the day of Aug, 2022, between **NEWCASTLE CONSTRUCTION, INC.**, an Alabama corporation (hereinafter referred to as the "Mortgagor"), and **REGIONS BANK**, an Alabama banking corporation (hereinafter "Mortgagee").

**RECITALS**

A. The Mortgage was recorded on December 8, 2021, as Instrument No. 2021139762 in the Office of the Judge of Probate of Jefferson County, Alabama.

B. The Mortgage was recorded on December 21, 2021, in Mortgage book 2021 Page 84091 in the Office of the Judge of Probate of St. Clair County, Alabama.

C. The Mortgage was recorded on December 16, 2021, as Instrument No. 20211216000595820 in the Office of the Judge of Probate of Shelby County, Alabama.

D. There was a First Amendment to the Master Mortgage recorded on June 16, 2022, in Mortgage Book 2022, page 53179 in the office of the Judge of Probate of Tuscaloosa County, Alabama. (Source of title Deed Book 2021, Page 7750)

E. The Mortgage states that Mortgagor is indebted to Mortgagee in the aggregate principal sum of \$3,000,000.00, as evidenced by a promissory note dated October 29, 2021 (the "Note").

F. Upon the recordation of the Mortgage, the mortgage tax pertaining to the aforementioned indebtedness was paid in full.

G. This Amendment will not change the maturity date of the Mortgage or the Note.

H. Mortgagor desires to make, execute, and deliver this Amendment to further secure Mortgagor's obligations under the Note, and Mortgagor enters into this Amendment for that purpose.

I. This Amendment adds the property described on the Exhibit hereto (the "Added Property") to the Mortgage.

J. This Amendment only adds to and does not release or replace any portion of the Mortgage, as amended on this date.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Mortgagee to make an additional advance under the Note to Borrower, the Mortgage is hereby amended to add the Added Property to the Mortgage.

In such regard, Exhibit "A" of the Mortgage and the Mortgaged Property described in the Mortgage, without being replaced or removing any portion thereof, shall include the Added Property.

Mortgagor does hereby grant, bargain, sell, and convey (in accordance with the terms of the Mortgage) to Mortgagee the Added Property.

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.


Grantor does hereby agree and direct Mortgagee to take any action necessary to conform the Mortgage to the terms herein cited.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Note.

IN WITNESS WHEREOF, we have hereto set their hands and seals effective as of the date first written above.

**GRANTOR:**

**NEWCASTLE CONSTRUCTION, INC.,**  
an Alabama corporation

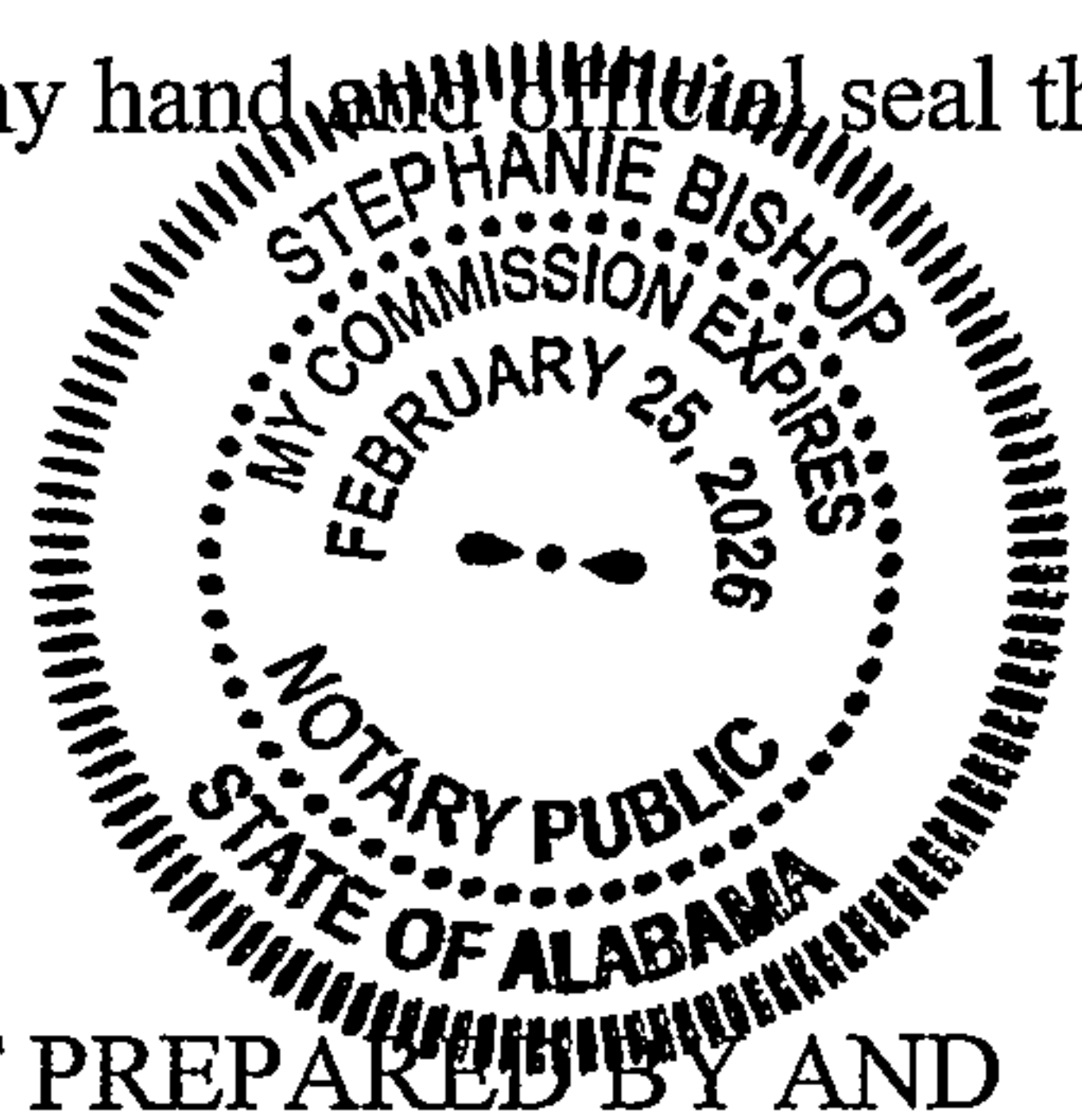
By:   
Print Name: Robin Trimman  
Title: CFO

Its:

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Robin Trimm, whose name as CFO of Newcastle Construction, Inc., an Alabama 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 said instrument, he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal this the 9<sup>th</sup> day of August, 202<sup>3</sup>.



Stephanie Bishop  
NOTARY PUBLIC  
My Commission Expires: 2/25/26

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDATION SHOULD BE  
RETURNED TO:

REGIONS BANK  
Loan Number(s): \_\_\_\_\_  
Attention: Scott McLay  
515 Atlanta Road

Cumming, Georgia 30040

EXHIBIT "A"

Lots 114, 115, 118, 128 and 129, according to the Survey of Final Plat, Melrose Landing, Phase I, as recorded in Map Book 56, Page 94, 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  
08/09/2023 03:03:15 PM  
\$31.00 BRITTANI  
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*Allen S. Bayl*