This instrument prepared by:
Barnes & Barnes Law Firm, P.C.
8107 Parkway Drive
Leeds, Alabama 35094
205-699-5000

STATE OF ALABAMA)
	•
SHELBY COUNTY)

AMENDED REAL ESTATE MORTGAGE

THIS MORTGAGE IS BEING RECORDED FOR THE PURPOSE OF AMENDING THE LEGAL DESCRIPTION ATTATCHED HERETO AS 20211029000525220 ON OCTOBER 29, 2021

KNOW ALL MEN BY THESE PRESENTS, THAT:

WIIEREAS, NEWCASTLE DEVELOPMENT, LLC ("Mortgagor") has become justly indebted to Jeannie Nolen Sanders, as Trustee of the William A. Nolen Testamentary Trust created under the will of William A. Nolen, deceased and as Executor/Personal Representative of The Estate of Ruby G. Nolen, PR-2021-000650, Shelby County, Alaban1a. ("Mortgagee") in the sum of FOUR MILLION NINE HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED EIGHT DOLLARS and zero cents (\$4,989,908.00) evidenced by the terms and provisions of that certain Real Estate Sales Agreement between Ralph E. Brasher, III ("Brasher") and Mortgagee dated as of June 13, 2020, as amended by that certain First Amendment to Real Estate Sales Agreement between Brasher and Mortgagee dated as of the 10th day of February, 2021 (the "Agreement"), notice of which has been given by that certain Memorandum of Contract recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument #20210224000093450, and which was assigned by Brasher to Mortgagor by Assignment of Real Estate Sales Agreement dated September 14, 2021; and

WHEREAS, said indebtedness is further evidenced by that certain Note executed by Mortgagor to Mortgagee simultaneously herewith; and

WHEREAS, it is desired by Mortgagor to secure the prompt payment of said indebtedness in accordance with the <u>terms</u> of the Agreement;

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment of the same at maturity, Mortgagor does hereby grant, bargain, sell, and convey unto Mortgagee the following described real property (the "Mortgaged Property") situated in Shelby County, Alabalna, more particularly described on AMEND ED EXHIBIT "A" made a part hereof and attached hereto.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee forever.

For the purpose of further securing the payment of said indebtedness, Mortgagor agrees to pay all taxes or assessments when legally imposed upon the Mortgaged Property and, should default be made in the payment of same, Mortgagee has the option of paying off the same, after

first giving written notice of said default to Mortgagor and Mortgagor failing to cure said default within thirty (30) days after receipt of said notice. All amounts so expended by Mortgagee for taxes or assessments shall become a debt to Mortgagee, additional to the debt hereby specially secured, shall be covered by this Mortgage, and shall be at once due and payable.

UPON CONDITION, HOWEVER, that if Mortgagor pays said indebtedness and reimburses Mortgagee for any amounts Mortgagee may have expended for taxes or assessments and the interest thereon, then this conveyance shall be and become null and void; however, should said indebtedness hereby secured or any part thereof remain unpaid when same becomes due in accordance with the provisions of the Agreement, then the whole of said indebtedness hereby secured shall at once become due and payable and this Mortgage subject to foreclosure as now provided by law in case of past due mortgages. Mortgagee shall be authorized, together with the grant by Mortgagor to Mortgagee of the power of sale, to talk possession of the Mortgaged Property and, with or without first taking possession, after giving notice by publishing once a week for three (3) consecutive weeks the time, place, and terms of sale in some newspaper published in said county and state, to sell the same m lots or parcels or en masse as Mortgagee may deem best in front of the Courthouse door in said county at public outcry to the highest bidder for cash and apply the proceeds of said sale: first, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, and other encumbrances; third, to the payment of said indebtedness in full, whether the saine shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagor. Mortgagor further agrees that Mortgagee may bid at said sale and purchase the Mortgaged property if the highest bidder therefor as though a stranger hereto; and the person acting as auctioneer at such sale is hereby authorized an impowered to execute a deed to the purchase thereof in the name of Mortgagor by such auctioneer as agent or attorney-in-fact. Mortgagor further agrees to pay a reasonable attorney's fee to Mortgagee for the judicial fol eclosure, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

Any estate or interest herein conveyed to Mortgagee or any right or power granted to Mortgagee in or by this Mortgage is hereby expressly conveyed and granted to the heirs, successors, agents, and assigns of Mortgagee.

Mol tgagee hereby acknowledges that Mortgagor has the right, purstant to the provisions of the Agreement, to the release from time to time of portions of the Mortgaged Property from the lien of this Mortgage; and further hereby confirms that Michael T. Atchison or any employee of Shelby County Abstract and Title Co., LLC. (the "Title Company") who is designated by the President of the Title Company, and approved by Mortgagee, shall have the authority to sign and record such releases, and that Mortgagor and all other parties may rely upon any such release when it is executed by any one or more of said persons.

All notices required to be given hereunder shall be in writing and delivered personally or by UPS, and addressed as follows: If to Mortgagee Jeannie Nolen Sanders, as Trustee of the William A. Nolen

Testamentary Trust created under the will of William A. Nolen, deceased and Executor/Personal Representative of The Estate of Ruby G. Nolen, PR-2021-000650, Sllelby

County, Alabama. 1649 Smokey Road Alabaster, AT, 35007

If to Mortgagor Newcastle Development, LLC

121 Bishop Circle
Pelham, AL 35124
Phone: (205) 326-7406

Email:

Copy to: Charles A. J. Beavers, Jr., Esq.

BEAVERS LAW, LLC 4301 Dolly Ridge Road Birmingham, AL 35243 Phone: (205) 580-1185

Elnail: cbeayers@beayerslawllc.com

F. A. Branscomb Beavers, Esq. BEAVERS LAW FIRM, INC. 4301 Dolly Ridge Road Birmingham, AL 35243

Phone: (205) 580-1185

Email: <u>bbeavers@beaverslawfirmllc.com</u>

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either (i) sent by personal delivery to the address set forth above. (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next day delivery and addressed as set forth above or (iv) sent by facsimile or electronic transmission during regular business hours of any bilsiness day, in, which case notice shall be deemed given upon confirmation of transmission of such facsimile or electronic notice. The above addresses may be changed by written notice to the other parties given in the mailer set forth above.

The provisions of that certain Real Estate Sales Agreement date June 13, 2020, between Mortgagee and Ralph E. Brasher, III (assignor to Mortgagor, Newcastle Development, LLC) as amended by that certain First Amendment to Real Estate Sales Agreement, dated February 10, 2021. (together referred to as the "Sales Agreement") survive the closing of the sale of the Property to Mortgagor and survive the execution and delivery of this Mortgage, as provided in the Sales Agreement, and remain in effect with respect to the payment of the indebtedness sec11red by this Mortgage and the release of portions of the Property from the lien of this Mortgage as payments are made.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Mortgage to be executed and delivered as of the day of November 1, 2023

MORTGAGOR:

NEWCASTLE DEVELOPMENT, LLC

Robin Trimm

Its Chief Financial Officer

Dated:

11/9/23

ACKNOWLEDGMENT

STATE OF ALABAMA)
SHELBY COUNTY)

C. C. STATE OF THE PARTY OF THE

l, the 11ndersigned, a Notary Public in and for said county in said state, hereby certify that Robin Trimm, as Chief Financial Officer of Newcastle Development, LLC, whose name is signed to the foregoing Real Estate Mortgage, and who is known to me, and he, after being duly sworn, subscribed and acknowledged before me on this day that, being informed the contents of said Real Estate Mortgage, he executed the same voluntarily on the day the same bears date.

Given under ID," hand and official seal of office this the day of November 2023.

Notary Public

My, Commission expires:

MORTGAGEE:

Jeannie Nolen Sanders, as Trustee of the William A. Nolen Testamentary Trust created under the will of William A. Nolen, Executor/Personal and as deceased, Representative of The Estate of Ruby G. Nolen, PR-2021-000650, Shelby County, Alabama.

ACKNOWLEDGMENT

STATE OF ALABAMA SHELBY COUNTY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Jeannie Nolen Sanders, in her capacity as Trustee of the William A. Nolen Testamentary Trust created under the will of William A. Nolen, deceased, and as Executor/Personal Representative of The Estate of Ruby G. Nolen, PR-2021-000650, Shelby County, Alabama., whose name is signed to the foregoing Real Estate Mortgage in said capacities, and who is known to me, and who, after being duly sworn, subscribed and acknowledged before me on this day that, being informed of the contents of Real Estate Mortgage, she, in said capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 9th day of November, 2023.

My Commission expires $\frac{2}{3}$

[NOTARIAL SEAL]

AMENDMENT TO EXHIBIT A TO THE MORTGAGE

Exhibit A to the mortgage dated October 29, 2021, between Newcastle Development, LLC ("Mortgagor") and Jeannie Nolen Sanders, as Trustee of the William A. Nolen Testamentary Trust created under the will of William A. Nolen, deceased and as Executor/Personal Representative of The Estate of Ruby G. Nolen, PR-2021-000650, Shelby County, Alabama. ("Mortgagee") is amended and replaced as follows:

The Mortgaged Property

Parcel 1:

A portion of land in Section 24, Township 21 South, Range 3 West, being a part of the same land described in a deed to Ruby G. Nolen, recorded in Instrument #1997-16954, of the real property records of Shelby County, Alabama, said parcel of land being more particularly described as follows: Commence at a 3-inch pipe at the Southwest corner of Section 24; thence from this point of commencement, travel South 86 degrees 57 minutes 17 seconds East for a distance of 906.22 feet to a2-inch pipe, found at the point of beginning; thence from this point of beginning, travel South 86 degrees 57 minutes 17 seconds East for a distance of 1915.27 feet to a 1-inch pipe, found at the West right of wayof County Highway No. 12; thence North 06 degrees 35 minutes 43 seconds East along said right of way for a distance of 2802.17 feet to a 1-inch pipe, found on said right of way; thence along a curve to the left in said right of way, having a radius of 926.76 feet, a chord bearing of South 24 degrees 01 minutes 17 seconds West, and an arc length of 990.45 feet, to a concrete right of way monument found; thence North54 degrees 38 minutes 17 seconds West along said right of way for a distance of 781.54 feet to a concrete right of way monument, found; thence along a curve to the left in said right, having a radius of 2824.67 feet, a chord bearing of North 58 degrees 08 minutes 29 seconds West, and an arc length of 345.42 feet to a 1/2-inch rebar, found; thence South 12 degrees 24 minutes 41 seconds West for adistance of 4278.50 feet to the point of beginning.

Parcel 2:

A parcel of land in Sections 23, 24, and 25, Township 21 South, Range 3 West, being a part of the same land described in a deed to the W.A. Nolen Testamentary Trust and Ruby G. Nolen, recorded in Instrument #1997-16954, of real property records of Shelby County, Alabama, said parcel of land being more particularly described as follows:

Commence at the 3-inch pipe at the Southeast corner of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, this point being the point of beginning; thence from this point of beginning. travel North 88 degrees 38 minutes 38 seconds West for a distance of 1330.70 feet to a fence post. found; thence North 00 degrees 47 minutes 19 seconds West along the West line of the East Half of the Southeast Quarter of Section 23, for a distance of 2656.39 feet to a fence corner, found; thence South 89degrees 09 minutes 06 seconds East along the North line of the East Half of the Southeast Quarter of said Section, for a distance of 1333.23 feet to a 4-inch post with a tack, found on the West line of Section24; thence North 00 degrees 43 minutes 33 seconds West along the West line of said Section, for a distance of 2167.44 feet to a Survconn iron, found on the South right of way County Highway No. 12; thence South 70 degrees 27 minutes 17 seconds East along said right of way, for a distance of 1580.29 feet to a point; thence along a curve to the right in said right of way, having a radius of 2824.67 feet, a chord bearing of South 66 degrees 02 minutes 59 seconds East, and an arc length of 434.34 feet. to a 1/2-inch rebar, set; thence South 12 degrees 24 minutes 41 seconds West along a fence for a distance of 4278.50 feet to a 2-inch pipe, found on the South line of Section 24; thence South 01 degrees 17 minutes49 seconds West along a fence for a distance of 389.26 feet to a point; thence North 88 degrees 44 minutes 13 seconds West for a distance of 30.00 feet to a point in a spring; thence North 33 degrees 26 minutes 34 seconds West along a ditch for a distance of 78.30 feet; thence North 49 degrees 09 minutes 47 seconds West along a ditch for a distance of 256.81 feet to a point; thence North 24 degrees 15 minutes 10 seconds West along a ditch for a distance of 190.98 feet to a point on the South line of Section; thence North 86 degrees 57 minutes 07 seconds West for a distance of 551.02 feet to a point, this point being the point of beginning.

LESS AND EXCEPT those portions of Parcels 1 and 2 which are more particularly described on the following four pages.

LESS AND EXCEPT:

WALKER SPRINGS - FIRST 134 LOTS

Commence at the a 3" pipe being the Southwest corner of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama; thence S 86°56'17" E a distance of 906.72 feet to a 2" pipe; thence S 86°54'24" E a distance of 1914.40 feet to a 2" pipe on the West right of way of County Road 12; thence along said West right of way N 6°36'56" E a distance of 1314.17 feet to the Point of Beginning; thence leaving said right of way N 83°24'44" W a distance of 204.52 feet; thence S 06°35'16" W a distance of 67.04 feet; thence N 83°24'44" W a distance of 170.00 feet to; thence N 06°35'16" E a distance of 200.00 feet; thence N 09°30'09" W a distance of 72.16 feet; thence N 83°24'44" W a distance of 120.00 feet; thence N 61°03'19" W a distance of 54.06 feet; thence N 83°24'44" W a distance of 120.00 feet; thence S 06°35'16" W a distance of 20.56 feet; thence N 83°24'44" W a distance of 131.33 feet; thence S 65°50'09" W a distance of 89.65 feet; thence N 73°49'26" W a distance of 120.00 feet to; thence N 85°16'27" W a distance of 50.78 feet; thence N 76°23'31" W a distance of 120.00 feet; thence N 19°58'27" E a distance of 76.51 feet; thence N 41°08'10" W a distance of 74.29 feet; thence N 05°06'09" W a distance of 114.97 feet; thence N 18°28'21" W a distance of 70.00 feet; thence along a curve turning to the right having an arc length of 131.05 feet, a radius of 1035.00 feet, a chord bearing of N 75°09'18" E, and a chord length of 130.96 feet; thence with a reverse curve turning to the left having an arc length of 37.85 feet, a radius of 25.00 feet, a chord bearing of N 35°24'17" E, and a chord length of 34.34 feet; thence N 07°58'22" W a distance of 92.18 feet; thence S 77°02'51" W a distance of 120.58 feet; thence N 09°40'37" W a distance of 80.13 feet to; thence N 12°57'09" W a distance of 689.50 feet; thence S 78°06'50" W a distance of 125.00 feet; thence S 11°53'10" E a distance of 27.76 feet; thence N 82°43'10" E a distance of 19.13 feet; thence along a curve turning to the right having an arc length of 606.32 feet, a radius of 183.00 feet, a chord bearing of S 87°38'12" W, and a chord length of 364.65 feet; thence with a compound curve turning to the right having an arc length of 454.97 feet, a radius of 345.00 feet, a chord bearing of N 40°20'03" E, and a chord length of 422.71 feet; thence N 78°06'50" E a distance of 121.90 feet; thence N 11°53'10" W a distance of 36.94 feet; thence N 34°15'19" E a distance of 24.44 feet; thence N 04°36'17" W a distance of 84.44 feet; thence N 02°03'30" W a distance of 84.44 feet; thence N 00°29'17" E a distance of 84.44 feet; thence N 03°02'05" E a distance of 84.44 feet; thence N 05°34'52" E a distance of 84.44 feet; thence N 08°07'39" E a distance of 84.44 feet; thence N 10°39'25" E a distance of 84.44 feet; thence N 13°14'15" E a distance of 84.44 feet; thence N 15°46'01" E a distance of 84.44 feet; thence N 18°01'25" E a distance of 65.22 feet; thence N 23°09'42" E a distance of 112.65 feet; thence S 66°50'18" E a distance of 90.70 feet; thence N 23°09'42" E a distance of 50.00 feet; thence along a curve turning to the left having an arc length of 38.58 feet, a radius of 25.00 feet, a chord bearing of N 68°57'19" E, and a chord length of 34.86 feet; thence with a reverse curve turning to the right

having an arc length of 170.13 feet, a radius of 1780.00 feet, a chord bearing of N 27°29'13" E, and a chord length of 170.06 feet to a point on the Southwest right of way of County Road 12; thence along said right of way along a curve turning to the right having an arc length of 151.39 feet, a radius of 2824.67 feet, a chord bearing of S 58°23'59" E, and a chord length of 151.37 feet; thence leaving said right of way S 27°29'47" W a distance of 172.81 feet; thence along a curve turning to the right having an arc length of 52.34 feet, a radius of 225.00 feet, a chord bearing of S 55°50'23" E, and a chord length of 52.22 feet; thence S 41°50'26" W a distance of 50.01 feet; thence S 41°50'32" W a distance of 135.79 feet; thence S 56°44'36" E a distance of 58.49 feet; thence S 15°39'23" W a distance of 80.00 feet; thence S 12°37'51" W a distance of 79.99 feet; thence S 09°44'53" W a distance of 79.99 feet; thence S 06°51'55" W a distance of 79.99 feet; thence S 03°58'57" W a distance of 79.99 feet; thence S 01°05'59" W a distance of 79.99 feet; thence S 01°47'00" E a distance of 79.99 feet; thence S 04°39'58" E a distance of 79.99 feet; thence S 07°32'56" E a distance of 79.99 feet; thence S 09°44'27" E a distance of 56.72 feet; thence N 79°12'55" E a distance of 120.00 feet; thence along a curve turning to the left having an arc length of 28.38 feet, a radius of 750.00 feet, a chord bearing of S 11°52'07" E, and a chord length of 28.38 feet; thence S 12°57'09" E a distance of 95.01 feet; thence N 80°08'22" E a distance of 50.07 feet; thence along a curve turning to the left having an arc length of 39.27 feet, a radius of 25.00 feet, a chord bearing of S 57°57'09" E, and a chord length of 35.36 feet; thence S 12°57'09" E a distance of 50.00 feet; thence N 77°02'51" E a distance of 99.34 feet; thence along a curve turning to the right having an arc length of 24.16 feet, a radius of 25.00 feet, a chord bearing of S 75°15'52" E, and a chord length of 23.23 feet; thence with a reverse curve turning to the left having an arc length of 21.64 feet, a radius of 63.00 feet, a chord bearing of S 57°25'07" E, and a chord length of 21.54 feet; thence S 12°57'09" E a distance of 128.10 feet; thence along a curve turning to the left having an arc length of 220.94 feet, a radius of 183.00 feet, a chord bearing of N 54°02'51" E, and a chord length of 207.76 feet; thence S 83°24'44" E a distance of 16.06 feet; thence S 06°35'16" W a distance of 65.00 feet; thence S 83°24'44" E a distance of 120.00 feet; thence S 79°16'22" E a distance of 50.13 feet; thence S 83°24'44" E a distance of 120.00 feet; thence N 06°35'16" E a distance of 2.31 feet; thence S 83°24'44" E a distance of 120.00 feet; thence S 66°24'10" E a distance of 52.29 feet; thence S 83°24'44" E a distance of 120.00 feet; thence S 83°23'04" E a distance of 105.22 feet to a Point on the West right of way of County Road 12; thence along said right of way S 06°36'56" W a distance of 1430.64 feet to the Point of Beginning, having an area of 53.78 acres, more or less..

LESS AND EXCEPT:

PARKWAY

Commence at an axle in place being the Southwest corner of the Southeast one-fourth of the Southeast one-fourth of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 00° 27' 54" West along the West boundary of said quarter-quarter section for a distance of 333.58 feet; thence proceed South 88° 49' 19" East for a distance of 415.05 feet; thence proceed South 81° 26' 44" East for a distance of 459.95 feet; thence proceed North 87° 34' 04" East for a distance of 163.95 feet; thence proceed North 68° 45' 39" East for a distance of 337.44 feet; thence proceed North 79° 27' 10" East for a distance of 532.92 feet; thence proceed North 45° 26' 01" East for a distance of 290.00 feet; thence proceed North 14° 00' 44" East for a distance of 26.28 feet; thence proceed North 35° 10' 26" East for a distance of 818.37 feet; thence proceed North 37° 54' 50" East for a distance of 77.00 feet; thence proceed North 40° 41' 28" East for a distance of 169.84 feet; thence proceed North 52° 13' 53" East for a distance of 501.78 feet; thence proceed South 63° 44' 50" East for a distance of 145.28 feet; thence proceed North 81° 46' 50" East for a distance of 174.08 feet; thence proceed South 83° 24' 44" East for a distance of 964.82 feet; to a point on the Westerly right-of-way of Smokey Road; thence proceed South 06° 36' 56" West along the Westerly rightof-way of said road for a distance of 120.0 feet; thence proceed North 83° 24' 44" West for a distance of 833.12 feet to the P. C. of a concave curve left having a delta angle of 51° 05' 54" and a radius of 940.0 feet; thence proceed Southwesterly along the curvature of said curve for a chord bearing and distance of South 71° 02' 19" West, 810.82 feet to the P. T. of said curve; thence proceed South 40° 19' 53" West for a distance of 169.01 feet; thence proceed South 35° 10' 26" West for a distance of 818.37 feet; thence proceed South 47° 01' 46" West for a distance of 435.55 feet; thence proceed South 00° 00' 00" East for a distance of 406.30 feet to a point on the South boundary of Section 24;thence proceed North 86° 56' 17" West along the South boundary of said Section 24 for a distance of 531.70 feet to a 3" pipe in place, said point being the Southwest corner of Section 24 and also being the Southeast corner of Section 23; thence proceed North 88° 38' 33" West along the South boundary of said Section 23 for a distance of 1331.12 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Southeast one-fourth of Section 23 and the Southwest one-fourth of the Southeast one-fourth, the Northwest one-fourth of the Southwest one-fourth and the Northwest one-fourth of the Southeast one-fourth of Section 24, Township 21 South, Range 3 West, Shelby County, Alabama and contains 24.51 acres.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Amendment to Exhibit A to the mortgage dated October 29, 2021 to be executed and delivered as of the 9th day of November, 2023.

MORTGAGOR:

NEWCASTLE DEVELOPMENT, LLC

By:

Robin Trimm

Its Chief Financial Officer

Dated:

11/9/23

ACKNOWLEDGMENT

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Robin Trimm, as Chief Financial Officer of Newcastle Development, LLC, whose name is signed to the foregoing Real Estate Mortgage, and who is known to me, and who, after being duly sworn, subscribed and acknowledged before me on this day that, being informed of the contents of said Real Estate Mortgage, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 9th day of November, 2023.

Notary Public

My Commission expires

[NOTARIAL SEAL]

Filed and Recorded
Official Public Records
Judge of Probate, Shelby

Judge of Probate, Shelby County Alabama, County

Clerk

Shelby County, AL 11/09/2023 01:39:16 PM \$54.00 BRITTANI

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