

(205) 251-8100

23506794.1

2022, executed by STOCKTON PARTNERS II, LLC, an Alabama limited liability company, in favor of Mortgagee, and filed for record on March 14, 2022 as Instrument Number 2022029512 with the Judge of Probate of Jefferson County, Alabama (the “**2022 Mortgage**”), and that certain Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement dated August 24, 2023, executed by Mortgagor in favor of Mortgagee, and recorded on September 12, 2023, with the Judge of Probate of Shelby County, Alabama, as Instrument Number 20230912000275460 (the “**2023 Mortgage**”), and certain other documents and instruments evidencing or securing the Loan or related thereto (together with the 2019 Mortgage, the 2022 Mortgage, and the Loan Agreement, as amended, collectively, the “**Loan Documents**”); and

WHEREAS, in accordance with the Loan Agreement, Mortgagor is adding additional real property to the collateral pledged to Mortgagee pursuant to the Loan Documents, and in accordance therewith, Mortgagor desires to amend the legal description set forth in Exhibit A of the 2023 Mortgage.

A G R E E M E N T

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment of Mortgage.** Exhibit A of the 2023 Mortgage is hereby amended to add to such legal description the legal description set forth on Exhibit A of this Amendment. The 2023 Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Amendment. Without limiting the generality of the foregoing, each reference in the 2023 Mortgage to the “Loan Agreement” the “Note” or any other “Loan Documents” shall be deemed to be references to said documents, as amended hereby. Except as expressly set forth herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms and shall continue to evidence, secure, guarantee or relate to, as the case may be, the Loan.

2. **Representations and Warranties.** As amended herein, each representation and warranty contained in the 2023 Mortgage and the Loan Documents is hereby reaffirmed as of the date hereof. Mortgagor hereby represents, warrants and certifies to Mortgagee that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing under the 2023 Mortgage, the Loan Documents or the Loan, and that Mortgagor has no offsets or claims against Mortgagee arising under, related to, or connected with the Loan, the 2023 Mortgage, the Loan Agreement, the Note or any of the Loan Documents.

3. **Binding Effect.** Except as expressly modified and amended hereby, the terms and conditions of the Mortgage shall remain in full force and effect, and the Mortgage, as so amended is hereby ratified and affirmed. Mortgagor acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage or the Loan Documents, as amended hereby.

4. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this instrument by its duly authorized officer, effective as of the day and year first above written.

WINDSOR COURT, LLC, an Alabama limited liability company

By SB Holding Corp., an Alabama corporation, its Managing Member

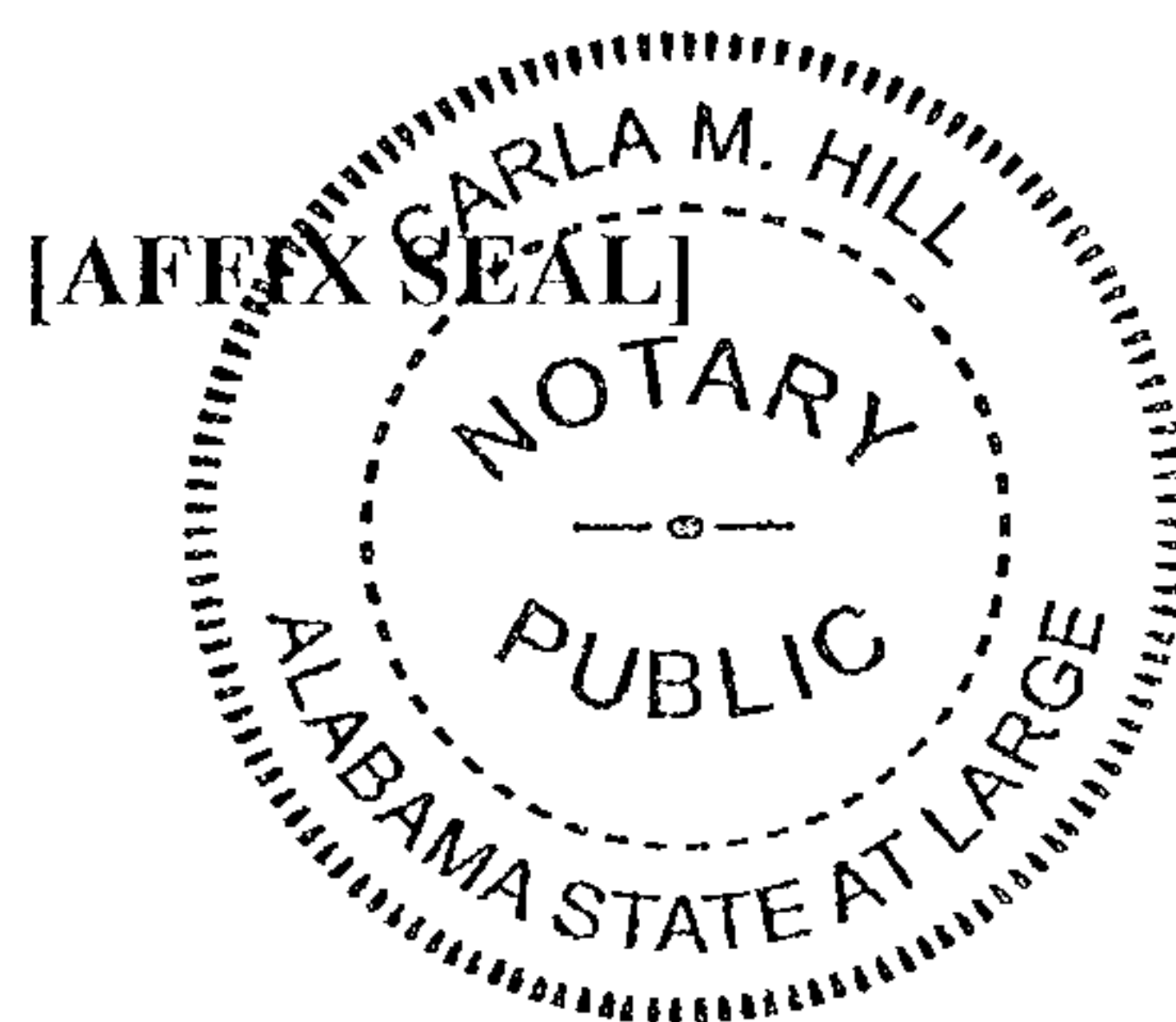
By:

JDS
J. Daryl Spears, its Chief Financial Officer

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

The undersigned, a Notary Public in and for said County in said State, hereby certifies that J. Daryl Spears, whose name as the duly authorized Chief Financial Officer of SB Holding Corp., an Alabama corporation, the Managing Member of Windsor Court, LLC, an Alabama limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date, that being informed of the contents of said agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation and limited liability company.

Given under my hand this the 4th day of January, 2024.



Carla M. Hill
Notary Public
My commission expires: 3/23/27

EXHIBIT A
LEGAL DESCRIPTION

Lots 92, 94, 97, 109, 111 and 113, according to the Survey of Windsor Court Phase 2, as recorded in Map Book 58, Page 72 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
01/04/2024 01:56:03 PM
\$35.00 JOANN
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Allen S. Bayl