

**NOTE TO RECORDER:** *This instrument is an amendment to that certain Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement dated August 24, 2023, executed by Windsor Court, LLC, an Alabama limited liability company, as Mortgagor, in favor Synovus Bank, a Georgia state banking corporation, as Mortgagee, securing a principal amount of up to \$22,000,000, and filed for record on September 12, 2023 as Instrument Number 20230912000275460 with the Judge of Probate of Shelby County, Alabama (the “2023 Mortgage”). Said 2023 Mortgage was filed as additional security for that certain First Amended and Restated Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated July 5, 2019, recorded July 16, 2019, as Instrument No. 2019071477 with the Judge of Probate of Jefferson County, Alabama, and for which mortgage recording tax has been paid. This instrument only adds real property to the 2023 Mortgage and, in accordance with Section 40-22-2(6) of the Code of Alabama 1975, no additional mortgage recording tax is due in connection with the recording of this Amendment because mortgage privilege tax has previously been paid in full.*

This instrument prepared by:  
John D. Pickering  
Balch & Bingham LLP  
Sixth Avenue North, Suite 1500  
Birmingham, Alabama 35203  
(205) 251-8100

STATE OF ALABAMA )  
 )  
SHELBY COUNTY )

**AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS  
AND LEASES, AND SECURITY AGREEMENT**

**THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT** (this “Amendment”) is dated and is effective as of the 7<sup>th</sup> day of July, 2024, from **WINDSOR COURT, LLC**, an Alabama limited liability company (individually and collectively, the “Mortgagor”), in favor of **SYNOVUS BANK**, a Georgia state banking corporation (also known as First Commercial Bank, a division of Synovus Bank, a Georgia state banking corporation) (together with its successors or assigns, the “Mortgagee”).

**RECITALS:**

WHEREAS, SB DEV. CORP., NSH CORP., STOCKTON PARTNERS, LLC (the “**2019 Mortgagors**”) and Mortgagee are parties to that certain First Amended and Restated Loan Agreement dated as of July 5, 2019 (as amended, the “**Loan Agreement**”; capitalized terms used and not otherwise defined herein shall have the means ascribed in the Loan Agreement), pursuant to which Mortgagee agreed to make a series of loans available to the 2019 Mortgagors in the aggregate principal amount of up to \$22,000,000.00 (as amended, modified, renewed, or extended, the “**Loan**”); and

**WHEREAS**, the Loan is evidenced and secured by, among other things, that certain First Amended and Restated Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement of even date with the Loan Agreement executed by the 2019 Mortgagors for the benefit of Mortgagee and recorded on July 16, 2019, with the Probate Court of Jefferson County, Alabama, as Instrument Number 2019071477 (as amended, the “**2019 Mortgage**”), that certain Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement dated February 22,



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

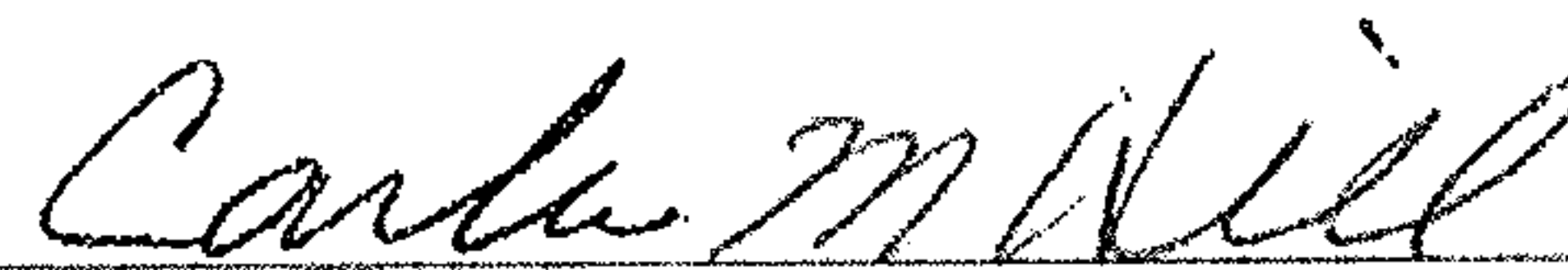
By:

  
Jacob Hall, its Chief Financial Officer

STATE OF ALABAMA )  
 )  
COUNTY OF JEFFERSON )

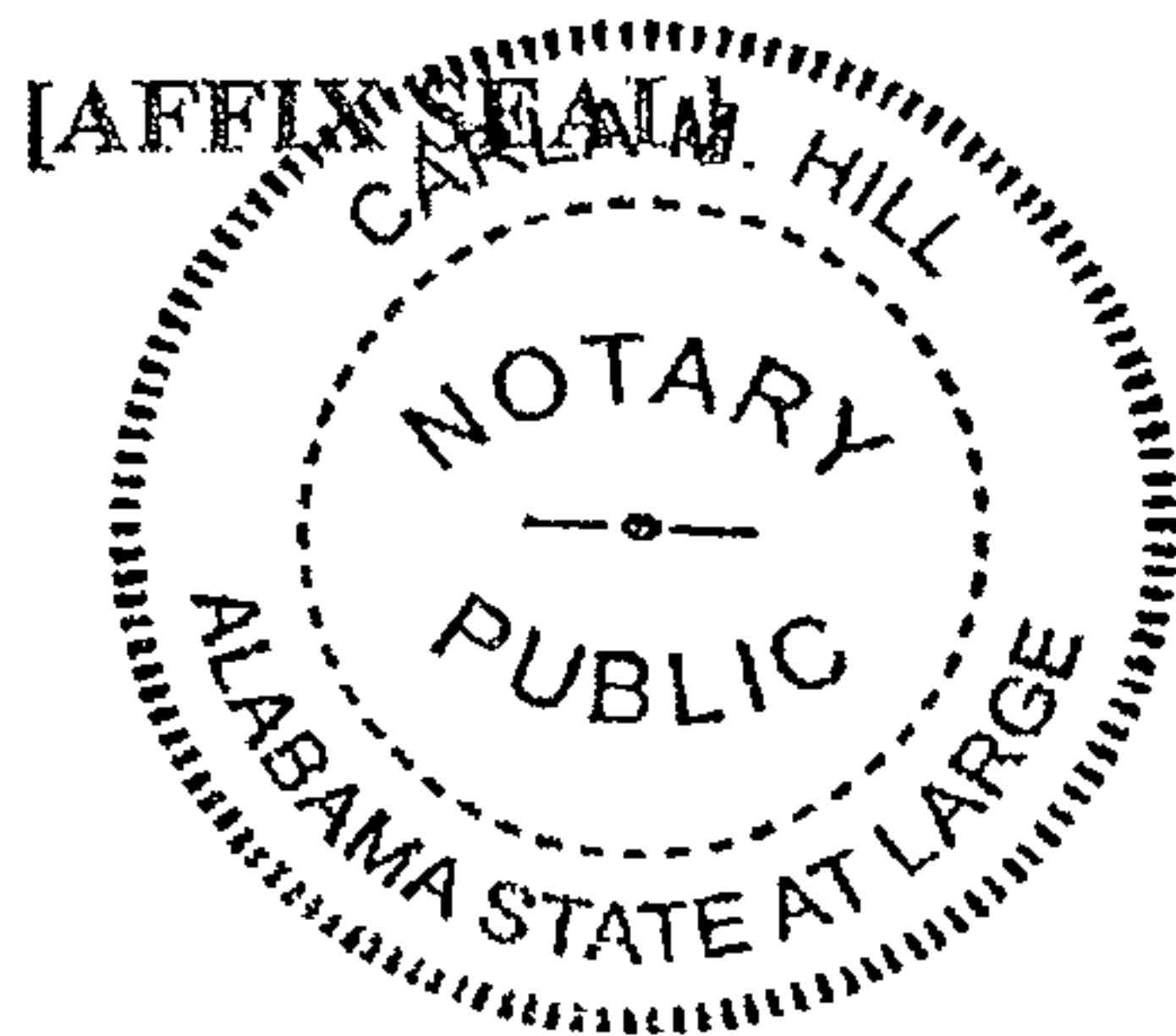
The undersigned, a Notary Public in and for said County in said State, hereby certifies that Jacob Hall, whose name as the duly authorized Chief Financial Officer of SB Holding Corp., an Alabama corporation, the Managing Member of Windsor Court, LLC, an Alabama limited liability company, is signed to 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 11<sup>th</sup> day of July, 2024.



Notary Public

My commission expires: 03/23/27



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 47, 55, 57, 72, 80, 83, 54, and 62, 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**  
**07/12/2024 02:39:07 PM**  
**\$35.00 PAYGE**  
**20240712000213070**

*Alvin S. Bayl*