

THIS INSTRUMENT PREPARED BY:

Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 Fifth Avenue North, Suite 400
Birmingham, AL 35203
205-502-0122

423-225000241EM

STATE OF ALABAMA :
COUNTY OF SHELBY :

Cross Reference: Earnest Money Mortgage dated July 31, 2020, and recorded at Instrument #20200803000325760 in the records of the Probate Court of Shelby County, Alabama.

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of August 22 2024, by and between TCG Chelsea Acres, LLC, a Delaware limited liability company ("Mortgagor"), and D.R. Horton, Inc. - Birmingham, an Alabama corporation ("Mortgagee").

Recitals:

Mortgagor is indebted to Mortgagee pursuant to that certain Earnest Money Promissory Note dated July 31, 2020, from Mortgagor to Mortgagee in the original principal amount of \$2,303,850.00 (the "Original Note"). Mortgagor's obligations under the Original Note are secured by that certain Earnest Money Mortgage dated July 31, 2020, executed by Mortgagor in favor of Mortgagee and recorded at Instrument #20200803000325760 in the records of the Probate Court of Shelby County, Alabama (the "Mortgage").

Mortgagor and Mortgagee have amended the Original Note by increasing the principal of the Note to \$2,514,112.50 pursuant to and in accordance with that certain Earnest Money Promissory Note (Amended and Restated) dated of even date herewith by and between Mortgagor and Mortgagee (the "Note Amendment"). Mortgagor and Mortgagee desire to amend and modify the terms of the Mortgage in accordance with the terms and conditions hereof to reflect the changes in the Note Amendment.

Agreement:

NOW, THEREFORE, in consideration of the Note Amendment, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee intending to be legally bound, do hereby covenant and agree as follows:

A. Definitions. Terms which are defined in the Mortgage and which are not otherwise defined herein shall have the same meanings herein as are ascribed to such terms in the Mortgage.

B. Amendment of Recitals. Effective as of the date hereof, the initial recital paragraph of the Mortgage is hereby amended by deleting the second sentence thereof in its entirety and replacing it with the following:

Borrower has become justly indebted to Lender in the principal sum of \$2,514,112.50, as evidenced by that certain Earnest Money Promissory Note (Amended and Restated) dated August 22, 2024 (the "Note"), all to be paid in installments with interest thereon in the manner and at the rates set forth in the Note.

C. Acknowledgments. In accordance with the foregoing amendment, Mortgagor and Mortgagee acknowledge and agree that (1) the amount of indebtedness secured by the Mortgage is being increase by the amount of \$210,262.50 pursuant to the Note Amendment, (2) as used in the Mortgage and this Amendment, the term "Note" shall mean and refer to the Original Note as amended by the Note Amendment, and (3) the Mortgage, as amended hereby, secures the Note and all indebtedness evidenced by the Note, the principal of which is, as of the date hereof, the sum of \$2,514,112.50.

D. Representations and Warranties. Mortgagor represents and warrants that the representations and warranties of Mortgagor set forth in the Mortgage are as true and correct on the date hereof as when initially made, except as any such representation or warranty expressly relates to another date.

E. No Defenses or Offsets. Mortgagor acknowledges and agrees that there are no offsets or defenses to the obligations set forth in the Mortgage, as hereby amended, and represents that there are no Events of Default existing on the date hereof, nor are there, to Mortgagor's knowledge, any facts or consequences which will or could lead to an Event of Default under the Mortgage.

F. Governing Law. This Agreement is intended to be performed in the State of Alabama and shall be construed and enforced in accordance with the laws thereof.

G. Paragraph Headings. The paragraph headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

H. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which taken together shall constitute one agreement.

I. Ratification. The terms and provisions set forth in this Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Mortgage, and, except as

expressly modified and superseded by this Agreement, the terms and conditions of the Mortgage are ratified, adopted and confirmed, and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by and through their respective authorized representatives as of the date first set forth above.

{Remainder of Page Intentionally Left Blank – Signatures Commence on Following Page}

MORTGAGOR:

TCG CHELSEA ACRES, LLC, a Delaware
limited liability company

By: DL Clayton
Name: Delton L Clayton
Title: Manager

STATE OF Alabama :
COUNTY OF St Clair :

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Del Clayton, whose name as member of TCG Chelsea Acres, LLC, a Delaware limited liability company, 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 the instrument, he/she, as such 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 the 1st day of May, 2024.

[SEAL]


Diedra ONeal
Notary Public, Alabama State At Large
My Commission Expires April 21st 2027

Diedra ONeal
NOTARY PUBLIC
My Commission Expires: 04/21/27

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MORTGAGEE:

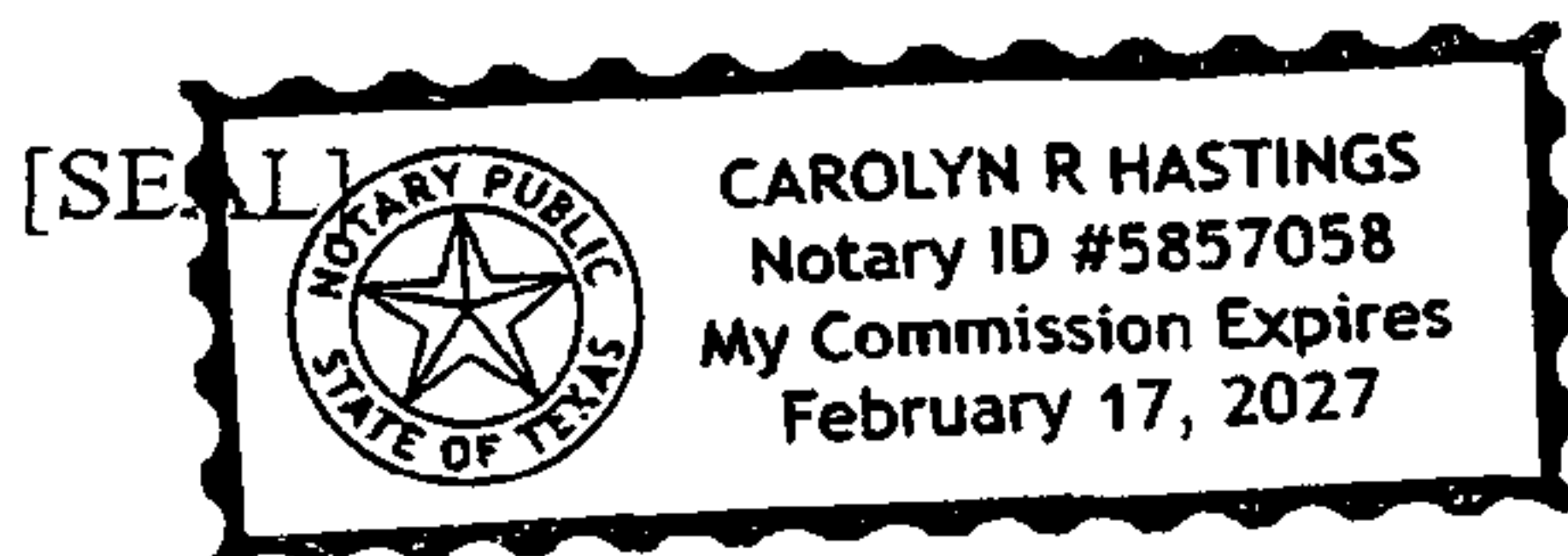
D.R. HORTON, INC. – BIRMINGHAM, an
Alabama corporation


By: 
Name: **Bill W. Wheat**
Title: **Chief Financial Officer**

STATE OF Texas:
COUNTY OF Tarrant:

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Bill Wheat, whose name as CEO of D.R. Horton, Inc. – Birmingham, 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 the instrument, he, as such 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 the 12 day of August, 2024.




NOTARY PUBLIC
My Commission Expires: 2-17-2027

ESCROW NO.: 423-225000241EM

EXHIBIT A

PARCEL I Tract of land Situated in Section 35, and Section 36, Township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows: BEGIN at a nail in a 3" Post being the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama; thence run North 88°12'22" East along the South line of said 1/4-1/4 line a distance of 1366.14 feet to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section; thence run North 88°15'21" East along the South line of said 1/4-1/4 Section a distance of 1356.20 feet to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section; thence run North 88°33'02" East along the South line of said 1/4-1/4 Section a distance of 1402.08 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 19 South, Range 1 West; thence run North 89°39'09" East along the South line of said 1/4-1/4 Section a distance of 665.69 feet to a point lying on the centerline of Little Creek; thence run along the centerline of Little Creek having a chord bearing of North 20°58'20" East a distance of 1570.35 feet to a point lying 329.29 feet South of the Northwest corner of Lot 3, according to the survey of Mitchem Family Subdivision, as recorded in Map Book 27, page 119, in the Probate Office of Shelby County, Alabama; thence leaving the centerline of Little Creek run North 00°42'59" East along the West line of Lot 3 of said Survey a distance of 329.29 feet to a found iron (capped "RYS") being the Southwest corner of Lot 1b, according to a Resurvey of Lots 1 & 2 of Mitchem Family Subdivision, as recorded in Map Book 44, page 71, in the Probate Office of Shelby County, Alabama; thence run North 00°42'15" East along the West line of Lot 1b and Lot 1A of said survey a distance of 1399.05 feet more or less to the South right-of-way line of Liberty Road being described in Deed Book 2002, page 8616, in the Probate Office of Shelby County, Alabama; thence run along Liberty Road the following courses: thence run North 48°58'24" West a distance of 236.13 feet to a curve to the left with a radius of 489.80 feet, with a delta angle of 09°39'07", a chord bearing of North 53°47'57" West, and a chord length of 82.41 feet; thence run along said curve a distance of 82.51 feet to a point; thence run North 58°37'31" West a distance of 561.70 feet to curve to the left with a radius of 113.31 feet, with a delta angle of 33°51'31", a chord bearing of North 75°33'16" West, and a chord length of 65.99 feet; thence run along said curve a distance of 66.96 feet to a compound curve to the left with a radius of 1200.00 feet, with a delta angle of 06°59'07", a chord bearing of South 84°01'24" West, and a chord length of 146.21 feet; thence run along said curve a distance of 146.30 feet to a point; thence run South 80°31'51" West a distance of 153.42 feet to a curve to the right with a radius of 115.00 feet, with a delta angle of 45°25'05", a chord bearing of North 76°45'37" West, and a chord length of 88.79 feet; thence run along said curve a distance of 91.16 feet to a point; thence run North 54°03'04" West a distance of 51.86 feet to curve to the left with a radius of 126.00 feet, with a delta angle of 48°39'21", a chord bearing of North 78°22'45" West, and a chord length of 103.81 feet; thence run along said curve a distance of 107.00 feet to a point; thence run South 77°17'35" West a distance of 32.49 feet to the Northeast corner of Lot 1, according to the survey of Chelsea Estates First Addition, as recorded in Map Book 5, page 65, in the Probate Office of Shelby County, Alabama; thence leaving the South right-of-way of Liberty Road run South 00°34'21" West along the East line of Lots 1, 2, 3, 4, 6, 7, and 8, a distance of 1101.62 feet to the Southeast corner of Lot 8 of said survey and the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 88°31'22" West along the North line of said 1/4-1/4 Section a distance of 1334.91 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section; Thence run South 00°30'23" West along the West line of said 1/4-1/4 Section a distance of 1327.81 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section; thence run South 88°32'24" West along the South line of said Section a distance of 1334.36 feet to

the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section; thence run South 88°31'37" West along the South line of said Section a distance of 1208.18 feet to a non-tangent curve to the right with a radius of 375.00 feet, with a delta angle of 25°58'58", a chord bearing of North 57°26'32" West, and a chord length of 168.60 feet; thence leaving the South line of said Section run along said curve a distance of 170.06 feet to a point; thence run North 44°27'02" West a distance of 217.57 feet to a curve to the right with a radius of 325.00 feet, with a delta angle of 43°36'14", a chord bearing of North 22°38'56" West, and a chord length of 241.41 feet; thence run along said curve a distance of 247.33 feet to a compound curve to the right with a radius of 25.00 feet, with a delta angle of 89°11'19", a chord bearing of North 43°44'51" East and a chord length of 35.10 feet; thence run along said curve a distance of 38.92 feet to a point on the South right-of-way line of Liberty Road; thence run South 88°20'30" West along said road right-of-way a distance of 209.26 feet to a point; thence leaving the South right-of-way line of Liberty Road run South 00°22'45" West a distance of 1167.37 feet to a point; thence run North 88°30'55" East a distance of 450.17 feet to a point on the West line of the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 19 South, Range 1 West; thence run South 00°20'24" East along the West line of said 1/4 - 1/4 section a distance of 658.42 feet to the POINT OF BEGINNING. Less and except the Survey of Chelsea Acres, Sector 1 as recorded in Map Book 57, page 15 in the Probate Office of Shelby County, Alabama. Less and except the Survey of Chelsea Acres, Sector 1 Phase 1B as recorded in Map Book 58, pages 16, 16A, and 16B as recorded in the Probate Office of Shelby County, Alabama. Less and Except the the Survey of Chelsea Acres, Sector 1, Phase 2A, recorded in Map Book 60, Page 39A, 39B, 39C and 39D, in the Probate Office of Shelby County, Alabama. PARCEL II Lots 1, 2, and 5, according to the Survey of Chelsea Acres, Sector 1 as recorded in Map Book 57, page 15 in the Probate Office of Shelby County, Alabama. PARCEL II: Lots 112, 113, 114, 115, 116, 117, 118, 119, 120 121, 236, 237, 238, 239, 240, 241, 242, 243, 244, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, Common Area 4 and Common Area 5, according to the Survey of Chelsea Acres, Sector 1, Phase 2A, recorded in Map Book 60, Page 39A, 39B, 39C and 39D, 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
08/23/2024 11:40:30 AM
\$355.45 PAYGE
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Allen S. Bayl