

STATE OF ALABAMA )  
Shelby COUNTY )

**AMENDMENT TO MASTER MORTGAGE  
TO ADD PROPERTY**

**NOTES TO CLERK: (1) THIS AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (2) THIS AMENDMENT ADDS PROPERTY LOCATED IN Shelby COUNTY, ALABAMA, TO THE MORTGAGE AND DOES NOT RELEASE OR REPLACE ANY PORTION OF THE MORTGAGE; (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20230725000222260 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; AND RECORDED IN MORTGAGE BOOK 2023 PAGE 26015 IN THE PROBATE OFFICE OF ST. CLAIR COUNTY, ALABAMA.**

THIS AMENDMENT TO MASTER MORTGAGE TO ADD PROPERTY (this "Amendment") amends that certain Master Mortgage, executed on July 25, 2023 (the "Mortgage") by NEWCASTLE HOMES, INC., an Alabama corporation, whose address is 3978 Parkwood Road SE Bessemer, Alabama 35022, (the "Mortgagor") in favor of CADENCE BANK, a Mississippi banking corporation.

WHEREAS, the Mortgage was recorded as instrument number 20230725000222260 in the Office of the Judge of Probate Shelby County, Alabama, an in Mortgage Book 2023 Page 26015 in the Office of the Judge of Probate of St. Clair County, Alabama, and that certain Corrective Mortgage, Security Agreement and Assignment of Rents and Leases made by Original Borrower in favor of Lender dated April 16, 2024, recorded with the County Clerk of Shelby County, Alabama, as Instrument #20240710000209800 on July 10, 2024, and recorded with the Probate Judge of St. Clair County, Alabama, at Book 2024, Page 23527, and that certain Assumption Agreement and Amendment to Loan Documents dated May 29, 2024, recorded on July 15, 2024 with the County Clerk of Shelby County, Alabama, as Instrument #20240715000213750, and recorded on July 12, 2024 with the Probate Judge of St. Clair County, Alabama, at Book 2024, Page 8115.

WHEREAS, the Mortgage has been amended from time to time (the "Amendments").

WHEREAS, the Mortgage was given as security in accordance with the terms of a Master Loan Agreement dated July 25, 2023 (the "Agreement").

WHEREAS, the Mortgage is the Mortgage referred to in the Agreement and given to secure the principal amount of a promissory note issued pursuant to the terms of the Agreement, together with interest, and all renewals, extension and modifications thereto, along with all refinancings and all other additional indebtedness of Mortgagor to Lender.

WHEREAS, upon the recordation of the Mortgage, privilege taxes in (as required by Ala. Code 1975 § 40-22-2) were paid in full.



**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Lender to lend additional monies to Mortgagor under the terms of the Mortgage, Mortgagor does hereby grant, bargain, sell, and convey (in accordance with the terms of the Mortgage) to Lender the Added Property, and the Mortgage is hereby amended as follows:

1. **Added Property.** Henceforth, Exhibit A to the Mortgage and the Mortgaged Property described in the Mortgage, without being replaced or removing any portion thereof, shall include the Added Property.

2. **Continuing Validity.** 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.

*[Signature Page to Follow]*

08-06-2007 10:00 AM

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 5<sup>th</sup> day of August, 2024.

NEWCASTLE HOMES, INC., an Alabama corporation

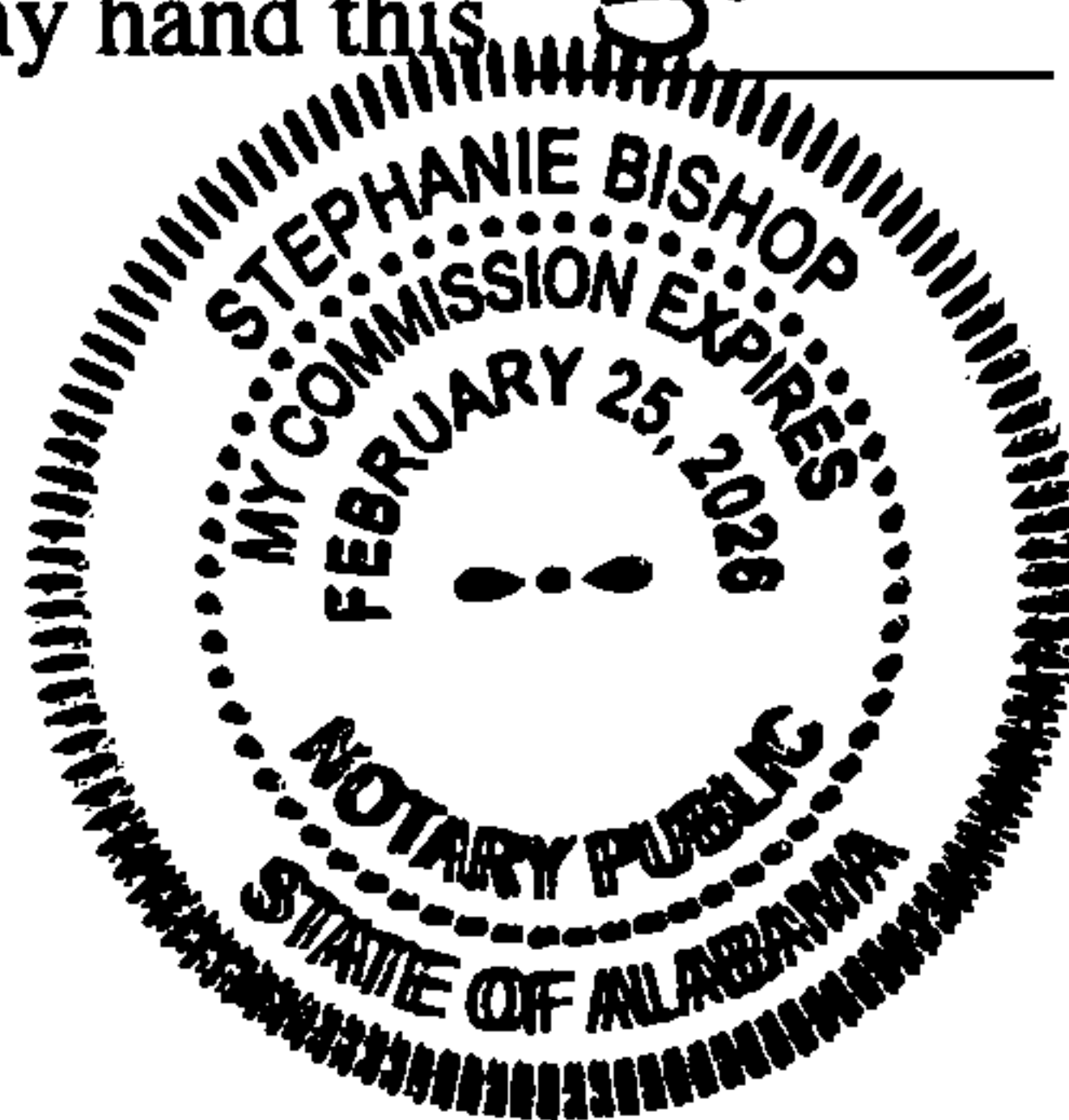
By: [Signature]  
Robin Trimm

Its: Chief Financial Officer

STATE OF Alabama )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Robin Trimm**, whose name as Chief Financial Officer of **Newcastle Homes, Inc.**, 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 Chief Financial Officer executed the same voluntarily for **Newcastle Homes, Inc.**

Given under my hand this 5<sup>th</sup> day of August, 2024.



[Signature]  
Notary Public  
My Commission Expires: 2/25/26

**EXHIBIT A**

**ADDED PROPERTY**

**Lots 209, 212, 218, 226, 232, 236 and 237 according to the Survey of Final Plat, Melrose Landing, Phase 2, as recorded in Map Book 59, Page 5, 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  
09/26/2024 09:27:55 AM  
\$33.00 JOANN  
20240926000298890

*Allie S. Bayl*

09/26/2024 09:27:55 AM MORTAMEN 4/4