THIS INSTRUMENT PREPARED BY: Joshua L. Hartman Hartman, Springfield & Walker, LLP PO Box 846 Birmingham, AL 35201

## THE MATURITY DATE HAS NOT BEEN EXTENDED

STATE OF ALABAMA )
COUNTY OF SHELBY )

## SUPPLEMENT TO MORTGAGE

This Agreement is by and between **SouthPoint Bank** ("Bank") and SB Dev. Corp., an Alabama corporation, Signature 150, LLC, an Alabama limited liability company, Blackridge Partners, LLC, an Alabama limited liability company, Blackridge Partners II, an Alabama limited liability company, Stockton Partners, LLC, an Alabama limited liability company, Stockton Partners, II, LLC, an Alabama limited liability company and NSH Corp. an Alabama corporation (collectively "Borrower").

WHEREAS, Borrower is indebted to Bank as evidenced by a Revolving Credit Commercial Note dated May 2, 2016 (the "Indebtedness"), and secured by a Master Future Advance Mortgage dated August 3, 2017, such mortgage being recorded on February 9<sup>th</sup>, 2018, at Instrument #20180209000043030, in the Probate Office of Shelby County, Alabama ("Mortgage", which term also includes all related mortgage modifications); and

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on July 19, 2018, as Instrument #20180719000257540 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$4,500,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on April 4<sup>th</sup>, 2019, as Instrument #20190304000067380 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$5,000,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on July 1, 2019, as Instrument No. 20190718000256520 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$6,000,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on December 26, 2019, as Instrument No. 20191226000476620 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$7,500,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on September 5, 2021, as Instrument No. 20210805000379060 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$10,500,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on September 15, 2022, as Instrument No. 20220815000318840 in the Probate Office of Shelby County, Alabama, the loan amount was increased to \$17,000,000.00;

WHEREAS, pursuant to the Mortgage Modification Agreement recorded on November 15, 2022, as

Instrument No. 20221115000422810 in the Probate Office of Shelby County, Alabama, Blackridge Partners II, LLC was added as a Borrower and Mortgagor;

WHEREAS, Borrower has requested that the Mortgage be amended to add additional property as security for the Indebtedness and other obligations and the Bank has consented to amend the Mortgage to do so.

NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the terms of the Mortgage are supplemented as follows:

Exhibit A to the Mortgage is amended by adding the real property described in Exhibit A hereto, and the parties hereby supplement and amend the definition of "Land" therein to include the same. Such supplement and amendment shall include, without limitation, all right, title, interest, and privileges of Borrower in and to (i) all streets, ways, roads, alleys, easements, rights—of—way, licenses, rights of ingress and egress, vehicle parking and public places, existing or proposed, abutting, adjacent, used in conjunction with or pertaining to such real property or the interests therein; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water and water rights, timber and crops pertaining to such real estate; and (iv) all appurtenances and all reversions and remainders in or to such real property (all collectively referred to herein as the "Added Land"), and all other Mortgaged Property (after giving effect to the addition of the property described in Exhibit A to the definition of Land). Borrower hereby grants, bargains, sells, conveys, mortgages and assigns the Added Land and other Mortgaged Property to Lender, subject to the terms and conditions of the Mortgage.

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

**BORROWER:** 

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the of November, 2024.

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WITNESS:	SB Dev. Corp., an Alabama corporation
	By: SB Holding Corp.  Its: Sole-Shareholder
	-jand Hall
	By: Jacob Hall Its: Chief Financial Officer
WITNESS:	Signature 150, LLC, an Alabama limited liability company
	By: SB Holding Corp.
	Its: Managing Member
	By: Jacob Hall Its: Chief Financial Officer

WITNESS:	Blackridge Partners, LLC, an Alabama limited liability company
	By: SB Holding Corp. Its: Managing Member  By: Jacob Hall Its: Chief Financial Officer
	Blackridge Partners II, LLC, an Alabama limited liability company
	By: SB Holding Corp. Its: Managing Member
	By: Jacob Hall Its: Chief Financial Officer
WITNESS:	Stockton Partners, LLC, an Alabama limited liability company
	By: SB Holding Corp. Its: Managing Member  By: Jacob Hall Its: Chief Financial Officer
W/ITNIE CO.	
WITNESS:	Stockton Partners II, LLC, an Alabama limited liability company  By: SB Holding Corp.
	Its: Managing Member  Managing Member
	By: Jacob Wall Its: Chief Financial Officer
WITNESS:	NSH CORP., an Alabama corporation
	By: SB Holding Corp.  Its: Managing Member   By: Jacob/Hall
	By: Jacob/Hall  Its: Chief Financial Officer

BANK:	
WITNESS:	SouthPoint Bank
······································	
	By: John Sivley
	its: Vice President
[Acknowledgemen	t Page_ta_Follow]

STATE OF ALABAMA	)
COUNTY OF JEFFERSON	)
name as Chief Financial Office	tary Public in and for said County in said State, hereby certify that Jacob Hall, whose er of SB Holding Corp., an Alabama corporation, Sole Shareholder of SB Dev. Corp.,
this day that, being informed o	ned to the foregoing instrument, and who is known to me, acknowledged before me on of the contents of said instrument, he, as such officer and with full authority, executed
the same for and as the act of s	aid corporation.
21 A M. W. Given under my hand	and official seal this day of November, 2024.
OTAA	Carle Mill
	Notary Public
	My Commission Expires: 03/23/27
OBLICIOS	
STATE OF ALABAMA	
STATE OF JEFFERSON	)
4/4/444444444444	
i, the undersigned ivo	tary Public in and for said County in said State, hereby certify that Jacob Hall, whose
	er of SB Holding Corp., an Alabama corporation, Managing Member of Signature 150,
	bility company, is signed to the foregoing instrument, and who is known to me,
acknowledged before me on in	his day that, being informed of the contents of said instrument, he, as such officer or
ALA M	, executed the same for and as the act of said limited hability company.
Over under my band	and official seal this day of November, 2024.
	ø
OTAP	Calama Mill
	Notary Public
OURING JUS	My Commission Expires: 03/23/27

I, the undersigned Notary Public in and for said County in said State, hereby certify that Jacob Hall, whose name as Chief Financial Officer of SB Holding Corp, an Alabama corporation, Managing Member of Blackridge Partners, LLC, an Alabama 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 said instrument, he, as such officer or member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this day of November, 2024.

Notary Public

My Commission Expires: 03/23/27

[Acknowledgements Continued on Next Page]

STATE OF ALABAMA	)
COUNTY OF JEFFERSON	)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Jacob Hall, whose name as Chief Financial Officer of SB Holding Corp, an Alabama corporation, Managing Member of Blackridge Partners II, LLC, an Alabama 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 said instrument, he, as such officer day of November, 2024 or member and with full authority, executed the same for and as the act of said limited liability company.

Notary Public

My Commission Expires: 03/23/27

I, the undersigned Notary Public in and for said County in said State, hereby certify that Jacob Hall, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, Managing Member of Stockton Partners, LLC, an Alabama 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 said instrument, he, as such officer or member and with full authority, executed the same for and as the act of said limited liability company.

Chal A M. Given upder my hand and official seal this \_\_\_\_\_ day of November, 2024.

Notary Public

My Commission Expires: 03/23/27

COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County in said State, hereby certify that Jacob Hall, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, Managing Member of Stockton Partners II, LLC, an Alabama 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 said instrument, he, as such officer or member and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this day of November, 2024.

Notary Public

My Commission Expires: 03/23/27

[Acknowledgements Continued on Next Page]

	STATE OF ALABAMA	)	
	COUNTY OF JEFFERSON	ý	
AL AL ALLEN	Alabama corporation, is signed	to the foregoing the contents of said corpo	for said County in said State, hereby certify that Jacob Hall, whose orp., an Alabama corporation, Managing Member of NSH Corp., an instrument, and who is known to me, acknowledged before me on id instrument, he, as such officer or member and with full authority, ration.  is
	I, the undersigned, Note	ry Public in and f	For said County in said State bountains at a second second

I, the undersigned, Notary Public in and for said County in said State, hereby certify that John Sivley, whose name as Vice President of SouthPoint Bank, a banking 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 \_\_\_\_\_ day of November, 2024.

Oakelyn Loutson

Notary Public

My Commission Expires: 920-2035

Carolyn D Watson Notary Public, Alabama State at Large

## EXHIBIT "A"

Lot 1925, according to the Survey of Blackridge South, Phase 9, as recorded in Map Book 58, Page 21B, 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
11/08/2024 11:01:49 AM
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