

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA
COUNTY OF JEFFERSON
COUNTY OF MADISON
COUNTY OF ST. CLAIR
COUNTY OF SHELBY



20241230000396260 1/5 \$41.00
Shelby Cnty Judge of Probate, AL
12/30/2024 01:59:13 PM FILED/CERT

County Division Code: AL040
Inst. # 2024106633 Pages: 1 of 5
I certify this instrument filed on
11/12/2024 2:28 PM Doc: MTG
Judge of Probate
Jefferson County, AL. Rec: \$28.00
MtgTx: \$4,500.00
Clerk: NICOLE

Mortgage Book 2024 Page 202056
Madison County, Alabama
Frank Barger, PROBATE JUDGE
Recorded: 11/25/2024 1:29:54 PM
Tran: 787122
\$38.25

**TENTH AMENDMENT TO
MASTER MORTGAGE**

NOTES TO CLERK: (1) THIS TENTH AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (2) THIS TENTH AMENDMENT INCREASES THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE BY AN AMOUNT OF \$3,000,000.00, WHICH SHALL BE ALLOCATED \$300,000.00 TO ST. CLAIR COUNTY, ALABAMA, \$300,000.00 TO JEFFERSON COUNTY, ALABAMA, \$1,500,000.00 TO SHELBY COUNTY, ALABAMA, AND \$900,000.00 TO MADISON COUNT; (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20211007000489430 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; RECORDED IN MORTGAGE BOOK 2021, PAGE 61464 IN THE PROBATE OFFICE OF ST. CLAIR COUNTY, ALABAMA; AND RECORDED AS INST. # 2021108863 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

THIS TENTH AMENDMENT TO MASTER MORTGAGE ("Tenth Amendment") amends that certain Master Mortgage, executed on August 26, 2021 (the "Mortgage") by **NEWCASTLE HOMES, INC.**, an Alabama corporation, successor by merger with **NEWCASTLE CONSTRUCTION, INC.**, an Alabama corporation, whose address is 121 Bishop Circle, Pelham, Alabama 35124, (the "Mortgagor") in favor of **TRUSTMARK NATIONAL BANK**, a national banking association, whose address is 1808 29th Avenue South, Homewood, Alabama 35209 (the "Lender").

WHEREAS, the Mortgage was recorded (a) September 10, 2021 in Mortgage Book 2021, Page 61464, in the Office of the Judge of Probate of St. Clair County, Alabama, (b) September 20, 2021 as Instr. # 2021108863 in the Office of the Judge of Probate of Jefferson County, Alabama, and (c) October 7, 2021 as Instr. # 20211007000489430 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Mortgage was amended by an Amendment to Master Mortgage dated November 5, 2021, and recorded in (a) Mortgage Book 2021, Page 82546, in the Office of the Judge of Probate of St. Clair County, Alabama; (b) Inst. # 2022009584 in the Office of the Judge



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of Probate of Jefferson County, Alabama; and (c) in Instrument #202202180000701000 in the Office of the Judge of Probate of Shelby County, Alabama (the "**First Amendment**").

WHEREAS, the Mortgage was amended by a Second Amendment to Master Mortgage dated January 13, 2022, recorded in Mortgage Book 2022, Page 5970-5972, in the Office of the Judge of Probate of St. Clair County, Alabama (the "**Second Amendment**").

WHEREAS, the Second Amendment was not recorded in Jefferson or Shelby Counties because it only added property located in St. Clair County, Alabama, to the Mortgage.

WHEREAS, the Mortgage was amended by a Third Amendment to Master Mortgage dated February 9, 2022, recorded in Mortgage Book 2022, Page 11764, in the Office of the Judge of Probate of St. Clair County, Alabama (the "**Third Amendment**").

WHEREAS, the Third Amendment was not recorded in Jefferson or Shelby Counties because it only added property located in St. Clair County, Alabama, to the Mortgage.

WHEREAS, the Mortgage was amended by a Fourth Amendment to Master Mortgage dated March 10, 2022, recorded in Mortgage Book 2022, Page 19513, in the Office of the Judge of Probate of St. Clair County, Alabama; recorded in Instrument #20220504000182530, in the Office of the Judge of Probate of Shelby County, Alabama; and recorded in Inst. # 2022054075, in the Office of the Judge of Probate of Jefferson County, Alabama (the "**Fourth Amendment**").

WHEREAS, the Mortgage was amended by a Fifth Amendment to Master Mortgage dated May 6, 2022, recorded in Mortgage Book 2022, Page 27834, in the Office of the Judge of Probate of St. Clair County, Alabama; recorded in Instrument #20220610000232270, in the Office of the Judge of Probate of Shelby County, Alabama; and recorded in Inst. #2022058916, in the Office of the Judge of Probate of Jefferson County, Alabama (the "**Fifth Amendment**").

WHEREAS, the Mortgage was amended by a Sixth Amendment to Master Mortgage dated July 20, 2022, recorded in Mortgage Book 2022, Page 40697, in the Office of the Judge of Probate of St. Clair County, Alabama; recorded in Instrument #20220928000371570, in the Office of the Judge of Probate of Shelby County, Alabama (the "**Sixth Amendment**").

WHEREAS, the Sixth Amendment was not recorded in Jefferson County because it only added property located in St. Clair and Shelby Counties, Alabama, to the Mortgage.

WHEREAS, the Mortgage was amended by a Seventh Amendment to Master Mortgage dated September 26, 2022, recorded in Mortgage Book 2022, Page 55448, in the Office of the Judge of Probate of St. Clair County, Alabama; recorded in Instrument # 20221213000449720, in the Office of the Judge of Probate of Shelby County, Alabama (the "**Seventh Amendment**").

WHEREAS, the Seventh Amendment was not recorded in Jefferson County because it only added property located in St. Clair and Shelby Counties, Alabama, to the Mortgage.



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WHEREAS, the Mortgage was amended by an Eighth Amendment to Master Mortgage dated September 29, 2023, recorded in Inst. # 2024024056 in the Office of the Judge of Probate of Jefferson County, Alabama; recorded in Instrument # 20240412000105250 in the Office of the Judge of Probate of Shelby County, Alabama; recorded in Mortgage Book 2024, Page 6061 in the Office of the Judge of Probate of St. Clair County, Alabama; and recorded in Mortgage Book 2024, Page 90932 in the Office of the Judge of Probate of Madison County, Alabama (the "**Eighth Amendment**").

WHEREAS, the Mortgage was amended by a Ninth Amendment to Master Mortgage dated May 13, 2024, recorded in Mortgage Book 2024, Page 96587 in the Office of the Judge of Probate of Madison County, Alabama (the "**Ninth Amendment**").

WHEREAS, the Ninth Amendment was not recorded in Jefferson, Shelby, or St. Clair Counties because it only added property located in Madison County, Alabama, to the Mortgage.

WHEREAS, by this Tenth Amendment the Mortgage is amended to increase the amount of the Mortgage from \$15,000,000.00 to \$18,000,000.00.

WHEREAS, this Amendment does not release or replace any portion of the Mortgage, as amended on this date.

WHEREAS, the Mortgage was given as security in accordance with the terms of a Master Promissory Note (For Revolving Construction Loan) dated August 26, 2021 (along with all Sub-Notes, renewals, extensions, amendments and modifications thereto shall be collectively referred to herein as the "**Note**") and payable in accordance with the terms thereof and as provided in the Master Loan Agreement (For Revolving Construction Loan) dated August 26, 2021 ("**Master Agreement**") executed in connection with the Note.

WHEREAS, the Mortgage is the Mortgage referred to in the Note and Loan Agreement and given to secure the principal amount of the Note, 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 and Amendments, privilege (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. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of Fifteen Million and 00/100 Dollars (\$15,000,000.00) evidenced by the Note, as modified, amended and renewed, but also an additional advance or loan of Three Million and 00/100 Dollars (\$3,000,000.00) made in connection herewith to Mortgagor, and all the interest thereon. The indebtedness secured by the Mortgage shall be Eighteen Million and 00/100 Dollars (\$18,000,000.00) evidenced



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by the Note as amended, modified and renewed, together with interest thereon, and all extensions and renewals thereof, along with all interest thereon, and all extensions, and renewals thereof.

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]



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Madison County, Alabama

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 25th
day of September, 2024.

NEWCASTLE HOMES, INC.,
an Alabama corporation

By:

Glenn C. Siddle

Its:

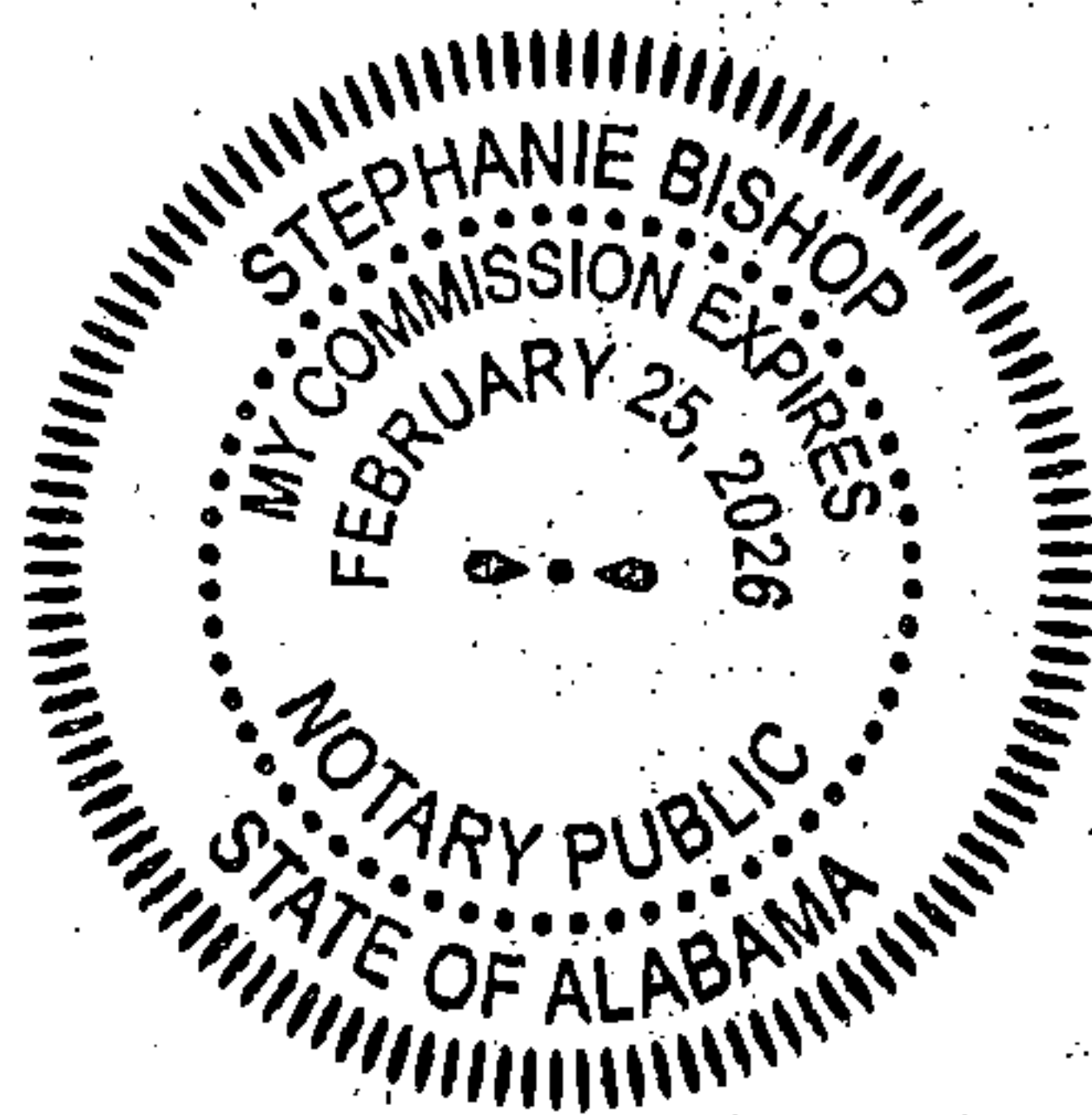
President

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Glenn C. Siddle**, whose name as President 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 President executed the same voluntarily for **Newcastle Homes, Inc.**

Given under my hand this 25th day of September, 2024.



Steph Bishop

Notary Public

My Commission Expires:

2/25/26