

STATE OF ALABAMA)
SHELBY COUNTY)

423-222802108DL1

AMENDMENT
TO
MORTGAGE

THIS AMENDMENT amends that certain MORTGAGE (hereinafter, and for all purposes thereunder, the "Mortgage"), which is a future advance mortgage, executed on February 21, 2024, by **TL DEVELOPMENT, LLC**, an Alabama limited liability company, whose address is 100 Applegate Court, Pelham, Alabama 35214-2942 (hereinafter the "Grantor") in favor of **COMMUNITY BANK OF MISSISSIPPI**, a Mississippi state banking corporation, whose address is 1905 Community Bank Way, Flowood, Mississippi 39232 (hereinafter, along with its successors in interest and/or assigns, collectively the "Lender").

WHEREAS, the Mortgage filed for record February 22, 2024, in Instrument 20240222000046290 in the Office of the Judge of Probate of Shelby County, Alabama, and upon recording thereof a mortgage tax of \$4,355.50, was paid to said Probate Office.

WHEREAS, to fund development costs related to Phase "7A" of the property described on Exhibit "A" attached hereto (the "Real Property"), Grantor executed the Mortgage in favor of Lender as security for a loan in the maximum principal amount of Two Million Eight Hundred Seventy Thousand Nine Hundred Ten and 00/100 Dollars (\$2,870,910.00) (the "7A Loan") evidenced by that promissory note dated therewith (along with any modifications, amendments, refinancings, renewals, and extensions thereof (collectively the "7A Note"), which has a current outstanding principal balance in the amount of \$2,870,910.00, as of the date hereof.

WHEREAS, to fund additional development costs related to Phase "7B" of the Real Property, Grantor has requested Lender to lend and/or make additional advances under a separate loan in the maximum principal amount of Three Million Two Hundred Forty-One Thousand Three Hundred Fifty and 00/100 Dollars (\$3,241,350.00) (the "7B Loan") evidenced by that certain promissory note, dated March 13, 2025, executed by Grantor in favor of Lender in the principal amount of the 7B Loan (collectively with any and all amendments, modifications, extensions, renewals and refinancings thereof,

NOTES TO CLERK: (1) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS HEREBY INCREASED BY AN AMOUNT EQUAL TO THREE MILLION TWO HUNDRED FORTY-ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$3,241,350.00); (2) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED HEREBY, IS SIX MILLION ONE HUNDRED TWELVE THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS (\$6,112,260.00); AND (3) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20240222000046290, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

the “7B Note”) in accordance with the provisions of the Lender’s commitment and paying customary closing costs associated therewith, and Lender is agreeable to making such 7B Loan and 7B Note, provided Grantor, among other things enters into this Amendment, and causes the advances to be made thereunder to be secured by the Mortgage.

Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Lender to lend additional monies to Grantor, 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 \$2,870,910.00 evidenced by 7A Loan and 7A Note, but also the additional advances and indebtedness of \$3,241,350.00 of the 7B Loan and 7B Note made in connection herewith to Grantor, and all the interest thereon. The term "Indebtedness" as used in the Mortgage shall for all purposes thereunder be defined to mean the all principal, interest, and other amounts, costs and expenses payable under the 7A Note in the principal amount of \$2,870,910.00, together with the 7B Note in the principal amount of \$3,241,350.00, or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the 7A Note or 7B Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor’s obligations or expenses incurred by Lender to enforce Grantor’s obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage,. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly security the by Cross-Collateralization provision of this Mortgage.

2. **Tri-Party Agreement.** In addition, hereto, this Mortgage is subject to the terms and conditions of that certain Tri-Party Agreement made by Lender, Grantor and D.R. HORTON, INC. – Birmingham, an Alabama corporation, dated March 5, 2024, recorded March 6, 2024, as **Instrument 20240306000061830**, in the Probate Office of Shelby County, Alabama, together with any and all amendments thereto.

3. **Further Action.** Grantor ratifies and confirms the conveyance of the Mortgage and hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Related Documents to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Related Documents with the terms as herein modified.

4. **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. The Mortgage shall continue in full force and effect until the Grantor shall have fully paid all indebtedness owed to Lender the same of which is secured hereby.

5. **Severability.** If any provision in this Amendment is determined to be unenforceable it shall not affect the validity of any other provision hereof or any provision in the Mortgage.

6. **Counterparts.** This Amendment may be executed in any one or more counterparts, each of which shall be deemed and original and all of which when taken together shall be constitute one and the same instrument.

7. **Choice of Law.** This Amendment shall be governed in accordance with the laws of the State of Alabama.

[SIGNATURES AND ACKNOWLEDGEMENT CONTAINED ON THE FOLLOWING PAGE.]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 13th day of March 2025.

GRANTOR:

**TL DEVELOPMENT, LLC, an
Alabama limited liability company**

By: 
James P. Key, Jr.
Authorized Agent

STATE OF ALABAMA
COUNTY OF SHELBY

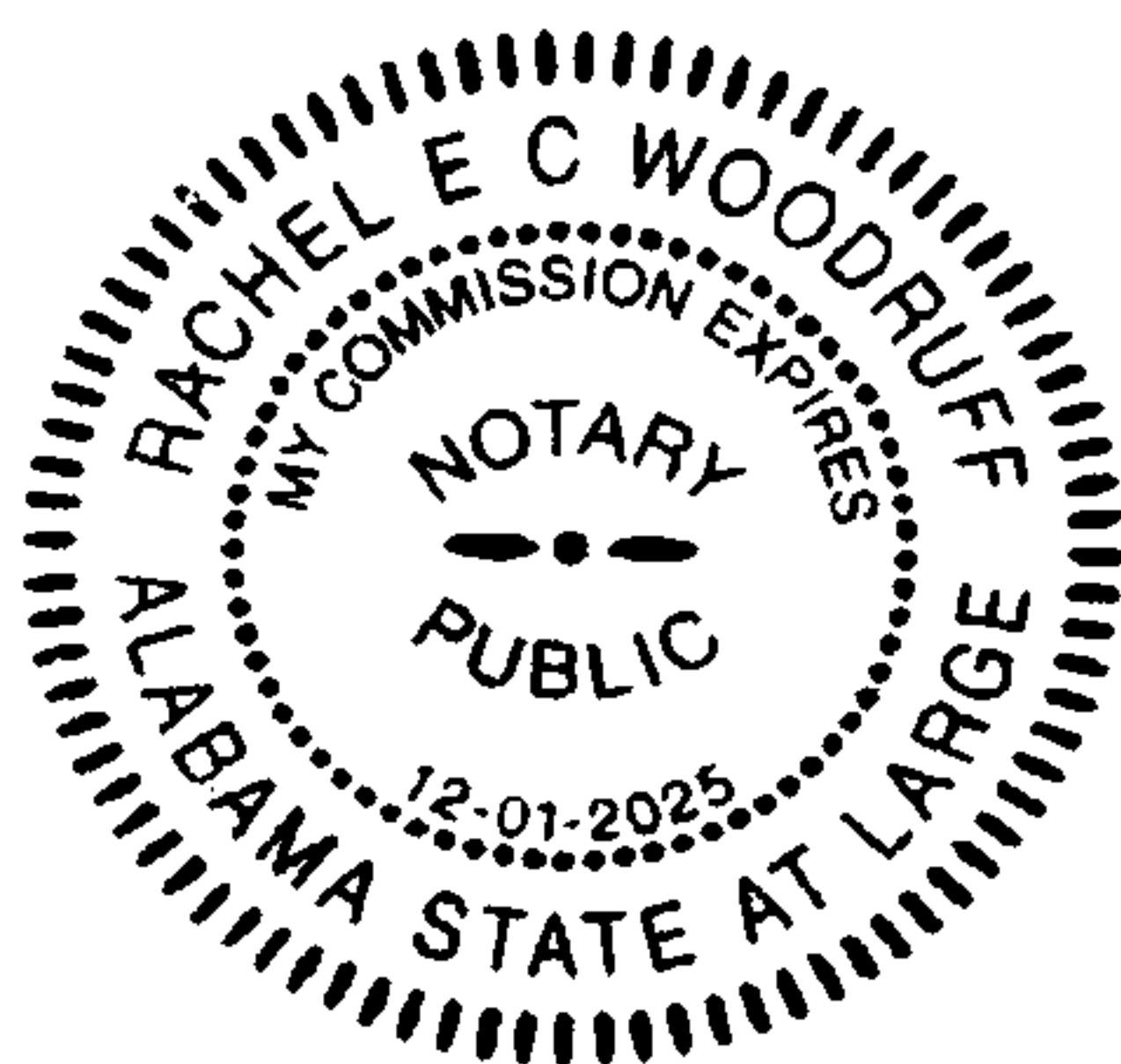
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James P. Key, Jr., whose name as Authorized Agent of TL DEVELOPMENT, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such authorized agent and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 12 day of March, 2025.

Rachel E C Woodruff
NOTARY PUBLIC

My Commission expires: 12/01/2025

[LENDER'S SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE.]



Amendment to Mortgage

[AMENDMENT TO MORTGAGE.]

LENDER:

COMMUNITY BANK OF MISSISSIPPI, a
Mississippi state banking corporation

By: [Signature]
Name: Guy Hunt
Title: Vice President

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Guy Hunt, whose name as Vice President of the COMMUNITY BANK OF MISSISSIPPI, a Mississippi state 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 said instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 12th day of March 2025.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/14/25

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William C. Brown
ENGEL, HAIRSTON – RAULSTON BROWN, PC
P.O. Box 1927
Birmingham, Alabama 35201-1927
Ph. (205) 328-4600
cbrown@ehrbllaw.com

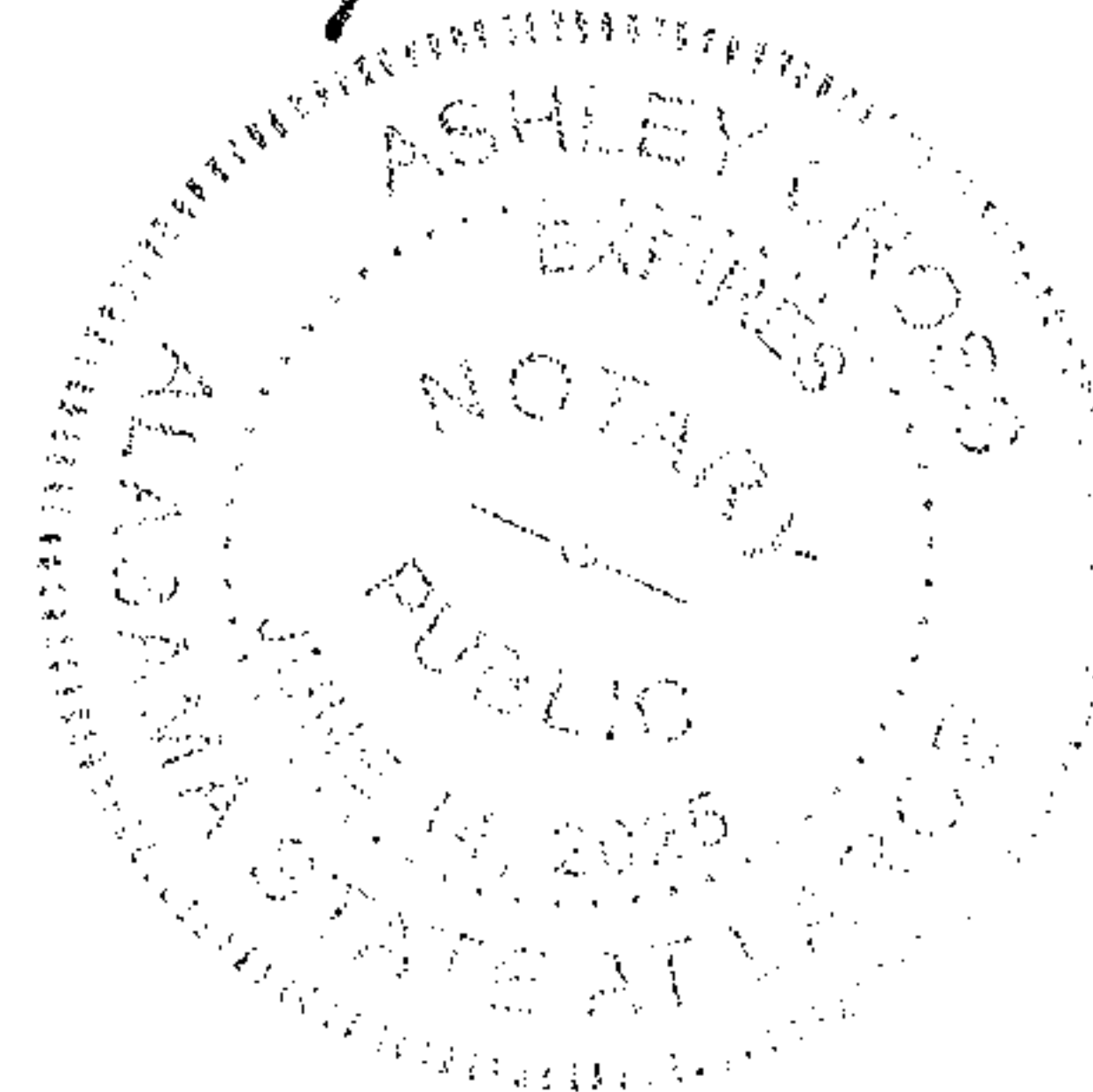


EXHIBIT A**POINT OF COMMENCEMENT**

NE Corner NW 1/4 SW ¼ Section 6 Township 24 North Range 14 East Shelby County AL thence proceed S 01° 07' 43" E a distance of 965.59 feet to a 1" open top pipe; thence proceed S 01° 07' 43" E a distance of 72.90 feet to a 1/2" rebar; thence proceed S 02° 03' 12" E a distance of 247.73 feet to a point; said point being the POINT OF BEGINNING.

From the POINT OF BEGINNING

thence proceed S 02° 03' 12" E a distance of 89.71 feet to a 1/2" rebar;
 thence proceed S 01° 43' 00" E a distance of 81.33 feet to a point;
 thence proceed S 01° 31' 14" E a distance of 71.78 feet to a point;
 thence proceed S 01° 48' 37" E a distance of 60.00 feet to a point;
 thence proceed S 01° 48' 37" E a distance of 60.00 feet to a point;
 thence proceed S 01° 48' 37" E a distance of 60.00 feet to a point;
 thence proceed S 02° 05' 29" E a distance of 74.09 feet to a point;
 thence proceed S 01° 48' 37" E a distance of 33.97 feet to a point;
 thence proceed S 35° 05' 30" W a distance of 100.86 feet to a point;
 thence proceed S 54° 37' 27" W a distance of 65.48 feet to a point;
 thence proceed S 74° 09' 25" W a distance of 65.48 feet to a point;
 thence proceed N 86° 18' 38" W a distance of 65.48 feet to a point;
 thence proceed N 66° 46' 40" W a distance of 65.48 feet to a point;
 thence proceed N 87° 00' 14" W a distance of 37.11 feet to a point;
 thence proceed N 77° 27' 00" W a distance of 125.13 feet to a point;
 thence proceed N 69° 46' 38" W a distance of 28.41 feet to a point;
 thence proceed N 64° 45' 18" W a distance of 36.83 feet to a point;
 thence proceed N 47° 06' 29" W a distance of 29.41 feet to a point;
 thence proceed N 45° 08' 42" W a distance of 119.94 feet to a point;
 thence proceed N 89° 55' 17" W a distance of 69.15 feet to a point;
 thence proceed N 85° 27' 07" W a distance of 36.05 feet to a point;
 thence proceed N 82° 17' 53" W a distance of 36.05 feet to a point;
 thence proceed N 79° 08' 39" W a distance of 36.05 feet to a point;
 thence proceed N 75° 59' 25" W a distance of 36.05 feet to a point;
 thence proceed N 72° 50' 11" W a distance of 36.05 feet to a point;
 thence proceed N 69° 40' 57" W a distance of 36.05 feet to a point;
 thence proceed N 66° 31' 43" W a distance of 36.05 feet to a point;
 thence proceed N 63° 22' 29" W a distance of 36.05 feet to a point;
 thence proceed N 60° 13' 15" W a distance of 36.05 feet to a point;
 thence proceed N 57° 04' 01" W a distance of 36.05 feet to a point;
 thence proceed N 54° 00' 51" W a distance of 33.74 feet to a point;
 thence proceed N 50° 54' 42" W a distance of 37.59 feet to a point;
 thence proceed N 49° 35' 14" W a distance of 324.48 feet to a point;
 thence proceed S 41° 02' 03" W a distance of 86.95 feet to a point;
 thence proceed N 49° 34' 25" W a distance of 436.51 feet to a point;
 thence proceed N 01° 43' 43" W a distance of 535.03 feet to a point;
 thence proceed N 75° 18' 27" E a distance of 62.40 feet to a point;
 thence proceed N 13° 48' 34" W a distance of 87.24 feet to a point;
 thence proceed N 03° 41' 12" E a distance of 195.56 feet to a point;

thence proceed N 86° 30' 53" W a distance of 53.65 feet to a point;
thence proceed N 07° 37' 24" W a distance of 113.85 feet to a point;
thence proceed N 13° 05' 10" E a distance of 69.38 feet to a point;
thence proceed N 33° 47' 44" E a distance of 69.38 feet to a point;
thence proceed N 54° 30' 17" E a distance of 69.38 feet to a point;
thence proceed N 75° 12' 51" E a distance of 69.38 feet to a point;
thence proceed S 84° 04' 36" E a distance of 109.88 feet to a point;
thence proceed S 49° 36' 06" E a distance of 511.12 feet to a 1/2" rebar;
thence proceed S 49° 43' 51" E a distance of 49.94 feet to a 1/2" rebar;
thence proceed S 49° 35' 14" E a distance of 1168.50 feet to a point;
thence proceed S 44° 28' 33" E a distance of 39.00 feet to a point;
thence proceed S 40° 02' 46" E a distance of 38.99 feet to a point;
thence proceed S 35° 08' 06" E a distance of 38.99 feet to a point;
thence proceed S 30° 13' 26" E a distance of 38.99 feet to a point;
thence proceed N 62° 13' 54" E a distance of 50.78 feet to
the POINT OF BEGINNING, closing the 42.28 acre parcel.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/14/2025 11:54:57 AM
\$4903.10 JOANN
20250314000077440

Allen S. Bayl