

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

423-225000241EM3

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 dated August 22, 2024, and recorded at Instrument #20240823000264060 in the records of the Probate Court of Shelby County, Alabama.

SECOND MORTGAGE MODIFICATION AGREEMENT

THIS SECOND MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of 12/3, 2025, 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, as increased to \$2,514,112.50 pursuant to and in accordance with that certain Earnest Money Promissory Note (Amended and Restated) dated August 22, 2024 (collectively, 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 and that certain Mortgage Modification Agreement dated August 22, 2024, and recorded at Instrument #20240823000264060 in the records of the Probate Court of Shelby County, Alabama (collectively, the "Mortgage").

Mortgagor and Mortgagee have amended the Original Note by increasing the principal of the Note to \$3,223,449.37 pursuant to and in accordance with that certain Earnest Money Promissory Note (Second 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 3,223,449.37, as evidenced by that certain Earnest Money Promissory Note (Second Amended and Restated) dated 12/3, 2025 (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 \$709,336.87 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 maximum principal of which is, as of the date hereof, the sum of 3,223,449.37, and the actual outstanding principal balance thereunder is \$1,929,075.00.

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: [Signature]
Name: James P. Key, Jr.
Title: Authorized Agent

STATE OF ALABAMA :
COUNTY OF SHELBY :

I, the undersigned, Notary Public in and for said County in said State, hereby certify that James P. Key, Jr., whose name as Authorized Agent 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 16 day of October, 2025.



Rebekah Elaine Clayton
NOTARY PUBLIC
My Commission Expires: 03/20/2029

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

MORTGAGEE:

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

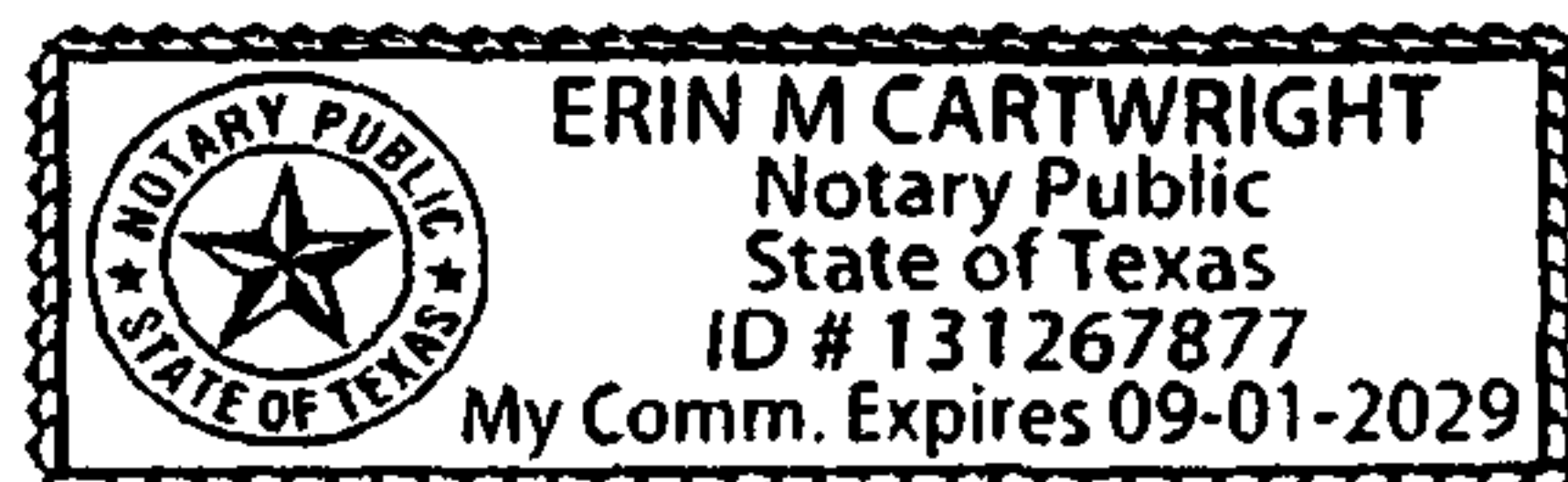
By: 
Name: Bill W. Wheat
Title: Chief Financial Officer


STATE OF Texas:
COUNTY OF Tarrant:

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Bill W. 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 24 day of November, 2025.

[SEAL]




NOTARY PUBLIC
My Commission Expires: 09-01-2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/04/2025 08:39:27 AM
\$1099.10 JOANN
20251204000370980

Allen S. Bayl