

**HIS INSTRUMENT PREPARED BY:**

Michael B. Odom  
Phelps Dunbar LLP  
2001 Park Place North, Suite 700  
Birmingham, Alabama 35203  
(205) 716-5258

**NOTES TO CLERK:** (1) THIS AMENDMENT ADDS ADDITIONAL MORTGAGED PROPERTY TO THE MORTGAGE; (2) THIS AMENDMENT DOES NOT INCREASES THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE; (3) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE IS \$5,000,000.00; (4) THIS AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (5) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INST. # 2024027722, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA; RECORDED IN MORTGAGE BOOK 2024, PAGE 39414, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; RECORDED AS INSTRUMENT NO. 20240402000090040 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; AND RECORDED IN MORTGAGE BOOK 2024, PAGE 10542, IN THE OFFICE OF THE JUDGE OF PROBATE OF ST. CLAIR COUNTY, ALABAMA.

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

**AMENDMENT TO MORTGAGE**

This Amendment amends that certain Master Mortgage (hereinafter "**Mortgage**") dated the 28th day of February, 2024, between **NEWCASTLE HOMES, INC.**, an Alabama corporation (hereinafter referred to as the "**Mortgagor**"), and **SOUTHPOINT BANK**, an Alabama banking corporation (hereinafter "**Mortgagee**").

**RECITALS**

A. The Mortgage was recorded on March 28, 2024, as Inst. # 2024027722 in the Office of the Judge of Probate of Jefferson County, Alabama; recorded on March 21, 2024, in Mortgage Book 2024, Page 39414, in the Office of the Judge of Probate of Madison County, Alabama; recorded on April 2, 2024, in Instrument No. 20240402000090040, in the Office of the Judge of Probate of Shelby County, Alabama; and recorded on April 5, 2024, in Mortgage Book 2024, Page 10542, in the Office of the Judge of Probate of St. Clair County, Alabama.

B. The Mortgage pertains to the tract or parcel or parcels of land situated in Jefferson County, Madison County, Shelby County, and St. Clair County, Alabama as referenced therein (collectively the "**Land**") (the Land together with any and all rights and properties, both tangible and intangible, as set forth or defined in the Mortgage shall collectively herein be referred to as the "**Mortgaged Property**").

C. The Mortgage was given as security in accordance with the terms of a Master Revolving Credit Promissory Note dated February 28, 2024, in the maximum principal amount of \$12,000,000.00 (along with all renewals, extensions, amendments and modifications thereto, the "**Note**") and payable in

accordance with the terms of a Master Revolving Loan Agreement dated February 28, 2024 (along with all renewals, extensions, amendments and modifications thereto, the "**Loan Agreement**").

**D.** Notwithstanding the foregoing, the maximum principal indebtedness secured by the Mortgage is **\$5,000,000.00**.

**E.** Upon the recordation of the Mortgage, the mortgage tax pertaining to the maximum principal indebtedness secured by the Mortgage was paid in full.

**F.** This Amendment will not change the maturity date of the Mortgage or the Note.

**G.** Mortgagor desires to make, execute, and deliver this Amendment to further secure Mortgagor's obligations under the Note, and Mortgagor enters into this Amendment for that purpose.

**H.** This Amendment adds the property described on Exhibit A-1 hereto (the "**Additional Land**") to the description of the Mortgaged Property under the Mortgage.

**I.** This Amendment only adds to and does not release or replace any portion of the Mortgage, as amended on this date.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Mortgagee to make an additional advance under the Note to Mortgagor, the Mortgage is hereby amended as follows:

**1.** **Additional Land.** The Mortgage is amended to add the Additional Land described on **Exhibit A-1** hereto, which Additional Land shall in all respects be considered as part of the Mortgaged Property under the Mortgage to the same extent as if originally included under the real property described in Exhibit A of the Mortgage. For good and valuable consideration, Mortgagor does hereby grant, bargain, sell, alien and convey unto the Mortgagee, its successors and assigns, the Additional Land (and all other "Mortgaged Property" as described in the Mortgage as applicable to the Additional Land), to secure the same indebtedness (however described) as set forth in the Mortgage and under the same terms, conditions, warranties and representations as set forth in the Mortgage, all of which are hereby adopted by reference.

**2.** Mortgagor hereby warrants that, subject to those matters as otherwise set forth on record in the Office of the Judge of Probate of the respective counties in which the property is located, it is lawfully seized of an indefeasible estate in fee simple in the Additional Land, and has good and absolute title to all existing personal property hereby granted as security with respect to such Additional Land, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interests, liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Mortgagor shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

**3.** **Further Action.** Mortgagor hereby agrees and directs Mortgagee to take any action necessary to conform the Mortgage and the Loan Agreement to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Loan Agreement 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.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Loan Agreement.

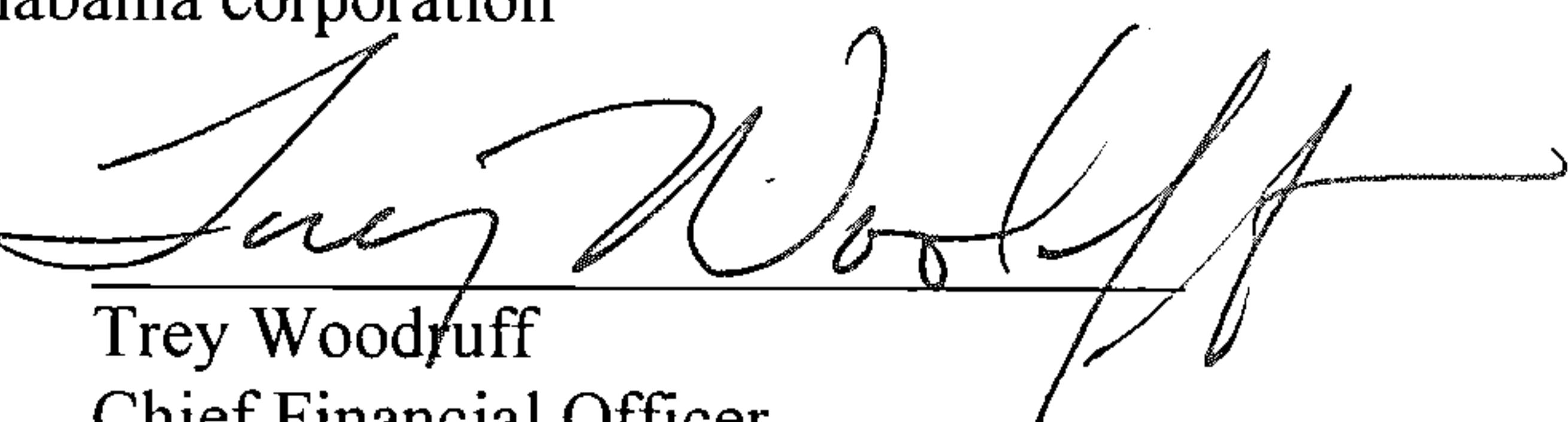
[Signature and Acknowledgment on following Page]

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 5th day of September 2025.

GRANTOR:

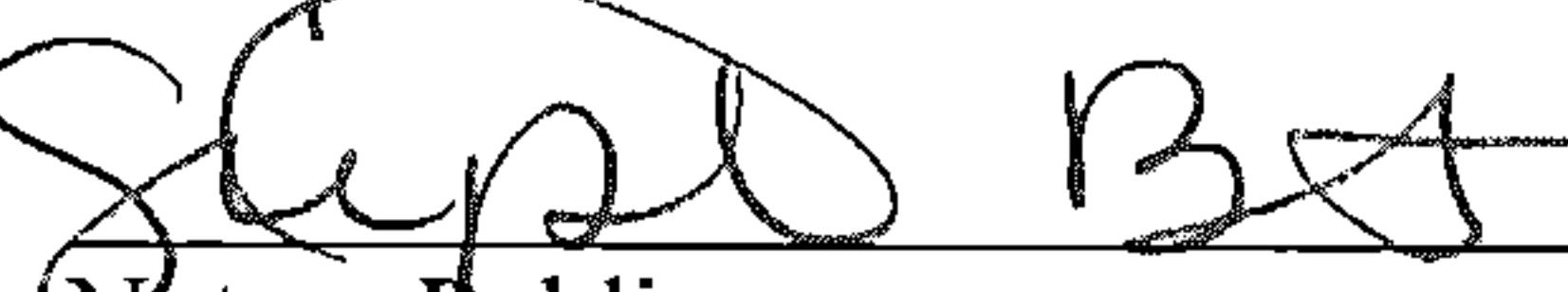
**NEWCASTLE HOMES, INC.,**  
an Alabama corporation

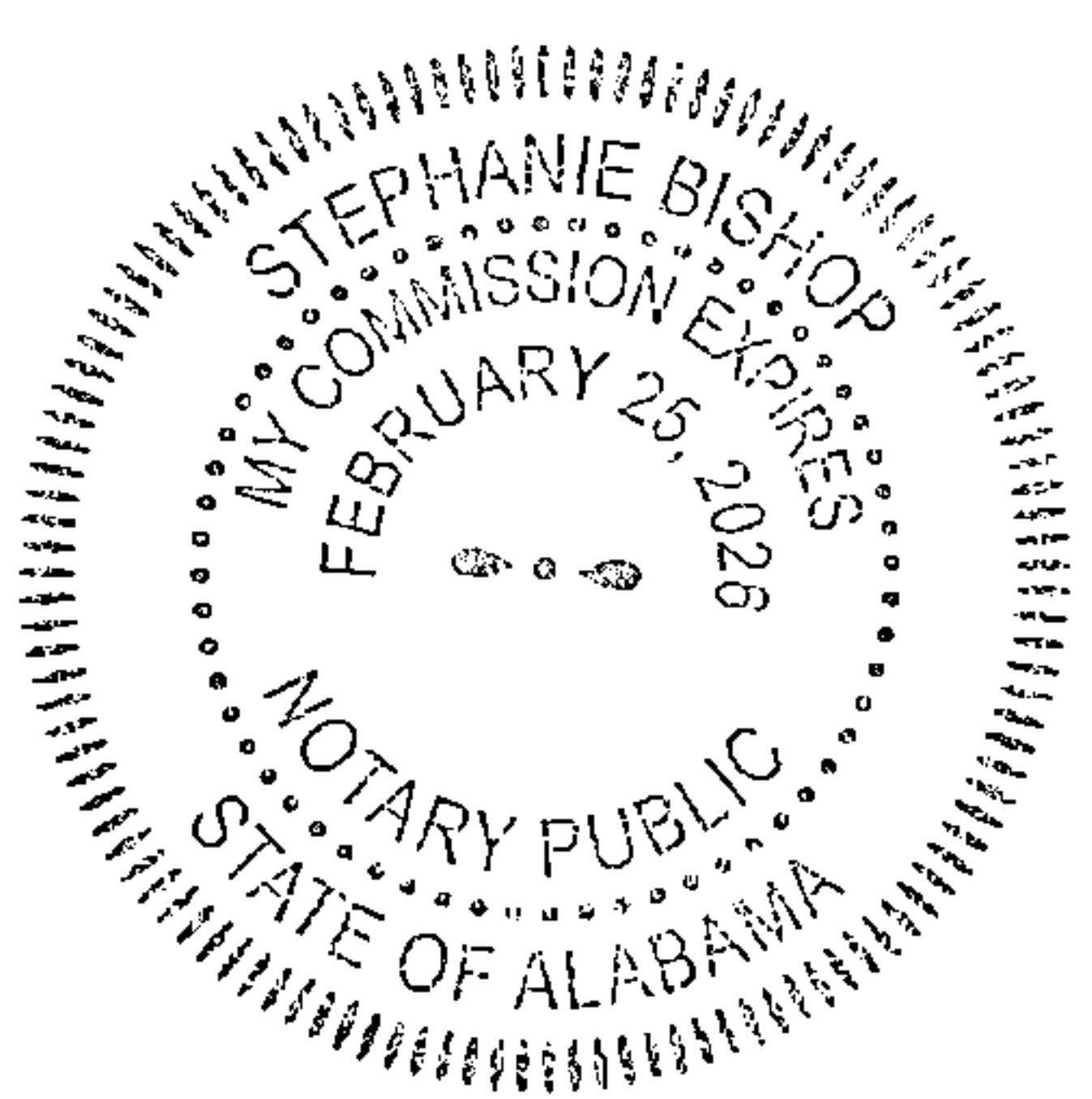
By:   
Trey Woodruff  
Its: Chief Financial Officer

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tery Woodruff, 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 CEO executed the same voluntarily for **Newcastle Homes, Inc.**

Given under my hand this 5th day of September, 2025.

  
Notary Public  
My Commission Expires: 2/25/24



**EXHIBIT A-1**  
*(Additional Land)*

Lots 91 and 92, according to the Survey of Isaac's Gap Phase 1A, as recorded in Map Book 61, Page 86 A & B, 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  
01/02/2026 12:54:46 PM  
\$35.00 BRITTANI  
20260102000001740**

*Allie S. Boyd*