

CYNTHIA B FORTE

BERKELEY COUNTY

REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #: 2020028782

Receipt Number: 174672

Return To:

Recorded As: EREC-MORTGAGE

Recorded On: August 04, 2020

Recorded At: 08:58:26 AM

Received From: SIMPLIFILE

Recorded By: CINDY DARBY

Parties:

Book/Page: RB 3448: 850 - 858

Direct- NEW LEAF AT NEXTON LLC

Total Pages: 9

Indirect- AMERIS BANK

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: \$25.00

Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

Prepared by:
 Paul A. Arena
 Moore & Van Allen PLLC
 100 North Tryon Street, Suite 4700
 Charlotte, NC 28202-4003

Return to:
 Buist, Byars, & Taylor, LLC
 652 Coleman Blvd., Ste. 200
 Mt. Pleasant, SC 29464
 File No.: 5674.0030

MASTER RESIDENTIAL CONSTRUCTION LINE

SUPPLEMENTAL MORTGAGE

This SUPPLEMENTAL MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND ASSIGNMENT OF CONTRACTS AND PLANS (the "*Amendment*") is made as of July 30th, 2020, by and between:

Grantor: **NEW LEAF AT NEXTON LLC**, a South Carolina limited liability company ("*Grantor*"), with an address of 3421 Maybank Hwy., Johns Island, SC 92455

and

Grantee / Lender: **AMERIS BANK**, a Georgia banking corporation ("*Grantee*" or "*Lender*"), whose address is 605 US Highway 80, Pooler, GA 31322

THE MORTGAGE MODIFIED BY THIS AMENDMENT ALSO IS A SECURITY AGREEMENT UNDER ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, WITH GRANTOR AS DEBTOR AND GRANTEE AS SECURED PARTY. THIS INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. ACCORDINGLY, IN ADDITION TO ITS BEING FILED AS A MORTGAGE, IT SHOULD ALSO BE FILED AND INDEXED AS A FIXTURE FILING PURSUANT TO THE SOUTH CAROLINA UNIFORM COMMERCIAL CODE.

WITNESSETH:

WHEREAS, in connection with credit loaned or to be loaned, Grantor executed and delivered for the benefit of Lender that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Assignment of Contracts and Plans recorded in Book 3177 at Page 686, and Book 3315, Page 800 of the Berkeley, South Carolina Register of Deeds or Clerk of Superior Court (as amended hereby, and as previously amended, the "*Mortgage*");

WHEREAS, Grantor desires to amend the Mortgage to add additional collateral or property to secure the indebtedness owed Lender, including the Secured Obligations; and

NOW, THEREFORE, in consideration of ten dollars (\$10.00) in hand paid by Lender to Grantor, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants herein contained, Grantor agrees as set forth hereinafter:

1. Grant of Additional Property. For the purpose of securing the full and timely payment and performance of the Secured Obligations, Grantor hereby irrevocably and unconditionally mortgages, grants, transfers, bargains, sells, conveys and assigns unto Lender and the successors, successors-in-title and assigns of Lender, with power of sale, and as to the personal property described below grants a security interest in, all of the estate, right, title and interest that Grantor now has or may later acquire in and to the

following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the “*Additional Collateral*”), which Additional Collateral is not used principally or primarily for agricultural or farming purposes:

- (a) **Land, Appurtenances, Easements.** That certain real property and all interests therein located in the State of South Carolina, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all existing and future easements, access rights, appurtenances, privileges, licenses, hereditaments, franchises and tenements, including all water stock and water rights owned by Grantor and all minerals, oil, gas, and other commercially valuable substances that may be in, under or produced from any part of it (collectively, the “*Additional Land*”);
- (b) **Improvements.** All buildings, structures, and improvements now located or later to be constructed on the Additional Land (the “*Additional Improvements*”);
- (c) **Related Real Property and Improvements.** All real property and improvements on the Additional Land, and all appurtenances, permits, plans, licenses, subdivision rights, contracts, contract rights, and other property and interests of any kind or character, including all water and sewer taps belonging to or in any way related to or appurtenant to the Additional Land or Additional Improvements, whether described in Exhibit A or not, that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Additional Land or Additional Improvements;
- (d) **Leases and Licenses.** Subject to the rights of Lender under Article 3 of the Mortgage, all existing and future leases, subleases, sub-tenancies, licenses, occupancy agreements, and concessions relating to the use and enjoyment of all or any part of the Additional Project (defined below), written or oral, now in existence or hereafter arising, and extensions or renewals thereof, together with the right, power, and authority of Grantor to alter, modify or change the terms thereof or surrender, cancel or terminate the same, and any and all deposits, guaranties and other agreements relating to or made in connection with any of the foregoing (the “*Additional Leases*”);
- (e) **Goods, Materials, Fixtures, etc.** All goods, materials, supplies, chattels, furniture, appliances, furnishings, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Additional Project, whether stored on the Additional Land or elsewhere, all of which shall be considered to the fullest extent of the law to be real property for purposes of the Mortgage;
- (f) **Materials and Equipment.** All building materials, equipment, work in process or other personal property of any kind, whether stored on the Additional Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into, or installed in or about the Additional Land or Additional Improvements;
- (g) **Grantor Funds.** All of Grantor’s interest in and to the proceeds of the Secured Obligations, whether disbursed or not; all present and future monetary deposits given by Grantor to any public or private utility with respect to utility services furnished to the Additional Land or Additional Improvements; and all accounts maintained by Grantor with Lender or any subsidiary or affiliate of Lender, including, without limitation, any accounts established in connection with the Secured Obligations;
- (h) **Rents, Issues and Profits and other Property.** Subject to the rights of Lender under Article 3 of the Mortgage, all income, rents, security or similar deposits, revenues, issues, royalties,

profits, leases, earnings, products and proceeds of the Additional Land or Additional Improvements, together with the right, power and authority to collect the same, and all rights to the payment of money relating thereto (the “***Additional Rents, Issues and Profits***”), and all accounts, investment property, supporting obligations, accounts receivable, general intangibles, reserves, deferred payments, refunds, cost savings, insurance or condemnation proceeds, payments and deposits, (including all earnest money sales deposits and all utility, tenant, escrow and security deposits), advanced payments of insurance premiums, contract rights, development and use rights, governmental permits, fees, deposits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts, and letters of credit and related rights (other than letters of credit in favor of Lender), whether now due, past due, or to become due, generally including, without limitation, any proceeds from the sale of any property comprising the Additional Land and any Additional Improvements constructed thereon, and any deposits on account thereof, and also all proceeds of the voluntary or involuntary conversion of any of the Additional Land, Additional Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future insurance policies and all condemnation or eminent domain proceedings, and all causes of action and their proceeds for any damage or injury to the Additional Land, Additional Improvements, or the other property described above or any part thereof, or breach of warranty in connection with the construction of the Additional Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact (collectively, the “***Additional Rents, Issues, Profits and Other Property***”);

(i) **Contracts and Plans.** All other contracts, easements, declarations, and covenants of every kind relating to the Additional Collateral, including those relating to the use, development, construction, marketing, lease, license, ingress, egress, access or sale of or relating to some or all of the Additional Project, including, without limitation, any construction contracts and subcontracts, contracts with architects, engineers, and other service providers, supply contracts, consulting agreements, financing commitments and agreements, joint development agreements, service and maintenance agreements, marketing and listing agreements, reservation agreements, easement agreements, right of way agreements, covenants, declarations, purchase and sale agreements, agreements for operation of water, sewage or other utility systems and facilities; and any other existing and future contracts of any kind relating to the Additional Project (if consented to by Grantee), together with all deposits, escrows, payments, or other proceeds thereunder, as well as all existing and future amendments, modifications, and supplements thereof (collectively, the “***Additional Contracts***”); and all designs, drawings, plans, specifications, trademarks, logos, and other work product prepared or to be prepared in connection with the development, construction, marketing, and sale of the Additional Project (as defined below), together with all existing and future amendments, modifications, and supplements thereof (collectively, the “***Additional Plans***”);

(j) **Miscellaneous Personal Property.** Any and all personal property of any kind whatsoever, whether tangible or intangible, that is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of, the Additional Land or Additional Improvements, including all inventory;

(k) **Books and Records.** All books and records pertaining to any and all of the property described above, including records stored on computer readable media, and a limited sublicense to use the computer hardware or software necessary to access such records (“***Additional Books and Records***”);

(l) **Declarant’s Rights, and Development Rights.** All rights of development, all permits, licenses, all rights of use, all declarant rights, all rights arising under any and all declarations of

covenants and/or restrictions (the “*Declarant Rights*”), provided the Mortgagee shall only be liable for any obligations associated with such rights upon recording of an affirmative statement signed by the Mortgagee that it has assumed some or all of the obligations of Grantor pursuant to such documents which create such rights and benefits.

(m) **Additional Property.** Any additional personal property otherwise set forth herein or listed on any UCC-1 financing statement filed to perfect Lender’s security interest hereunder;

(n) **As-Extracted Collateral and Timber to be Cut.** All as-extracted collateral and timber to be cut related to the Additional Land; and

(o) **Proceeds.** All proceeds of, supporting obligations for, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

The Additional Land, Additional Improvements, related real property, and all personal property now or hereafter installed on or used in connection with the Additional Land and/or Additional Improvements are collectively referred to herein as the “*Additional Project*.” The Additional Project constitutes the bulk of, but not the entirety of, the Additional Collateral.

TO HAVE AND TO HOLD the Additional Collateral and all parts, rights, members and appurtenances thereof, to the use and benefit of Lender and Lender’s successors and assigns, forever, IN FEE SIMPLE.

Grantor covenants with Lender that it is seized of the Additional Collateral, including the real property forming part of the Additional Collateral, in fee simple, is the sole owner of all Additional Collateral and has the right to convey its interest in the Additional Collateral as provided herein; that title is marketable and free and clear of all encumbrances except for the exceptions set forth herein in Section 5.2.1 of the Mortgage as “Permitted Exceptions”; and that it will warrant and defend the title to the Additional Collateral against the lawful claims of all persons whomsoever except for the exceptions set forth herein in Section 5.2.1 of the Mortgage as “Permitted Exceptions”.

Whenever used in the Mortgage, or in any other Loan Document when such term is defined by reference to the Mortgage: (a) the term “Collateral” shall include without limitation the Additional Collateral; (b) the term “Land” shall include without limitation the Additional Land; (c) the term “Improvements” shall include without limitation the Additional Improvements; (d) the term “Leases” shall include without limitation the Additional Leases; (e) the term “Rents, Issues and Profits” shall include without limitation the Additional Rents, Issues and Profits; (f) the term “Rents, Issues, Profits and Other Property” shall include without limitation the Additional Rents, Issues, Profits and Other Property; (g) the term “Contracts” shall include without limitation the Additional Contracts; (h) the term “Plans” shall include without limitation the Additional Plans; (i) the term “Books and Records” shall include without limitation the Additional Books and Records; and (j) the term “Project” shall include without limitation the Additional Project. None of the existing Collateral is released by this Amendment. All of the terms, warranties, indemnities and covenants of the Loan Documents shall apply to the Additional Collateral as though such property was included in the original description of the “Collateral.”

Lender is authorized to file UCC-1 financing statements to perfect its security interest against any Additional Collateral. The rights and remedies of Lender and all other terms and provisions of the Mortgage, as amended, shall apply to the Additional Collateral. Lender is expressly granted the right and power to sell the Additional Collateral at public sale, to file an action to collect debt, to appoint commissioners, to appoint a receiver, to apply for the appointment of such persons, to bid at any sale, and to exercise all other rights and remedies permitted at law or equity by the holder of the Mortgage as amended

by this Amendment, and as described in the other Loan Documents, including without limitation rights and remedies of a secured party under Article 9 of the Uniform Commercial Code, of a creditor and a mortgagee under the provisions of applicable South Carolina law, of a creditor to appoint a receiver for some or all of the Additional Collateral, and to collect rents, issues and profits upon notice without judicial process. The terms and provisions of the Mortgage and the other Loan Documents shall apply as a covenant and agreement of Grantor with regard to the Additional Collateral. For example and not limitation, the terms of the Mortgage regarding collection of Rents shall apply to the lien against Additional Rents granted by this Amendment.

2. General.

(a) All references to the "Mortgage", "Deed of Trust" or "Mortgage Instrument" in any of the Loan Documents shall hereinafter be deemed to refer to the Mortgage as modified hereby and by any other amendment or modification.

(b) This Amendment shall bind and inure to the benefit of the successors in interest hereto, and it is expressly understood and agreed that this Amendment is a modification only and not a novation.

(c) The Mortgage, as hereby modified, is incorporated in this Amendment in its entirety by this reference, and all provisions of the Mortgage shall be interpreted in accordance with and in light of the revisions and modifications contained herein. Grantor represents, affirms and agrees that the Mortgage, as modified hereby, along with all of the other Loan Documents, are and shall remain in full force and effect and be binding upon Grantor without defense or offset of any nature. Lender, by its execution of this Amendment, evidences its consent to the modifications hereinabove set forth.

(d) It is expressly understood and agreed by the parties hereto that the agreements contained in this Amendment shall in no way release, discharge, satisfy, alter or impair the debt evidenced by the Note, any of the other Secured Obligations or any other obligations of any party to Lender, or affect in any manner whatsoever the validity of the Note, the other Secured Obligations, the Mortgage or the other Loan Documents, or shall in any manner be construed to impair the security of Lender, and that the Note, the other Secured Obligations, the Mortgage, except as herein modified, and the other Loan Documents each shall remain in full force and effect in accordance with their respective terms as amended hereby, and continue as evidence of the debt and security for the payment of all money due or to become due thereon to Lender. No collateral, property or security is released from the Mortgage by this Amendment.

(e) Grantor hereby reaffirms unto Lender all of its indemnities in favor of Lender under the Loan Documents.

(f) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but which shall constitute one and the same instrument, and in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

(g) The provisions of this Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina with respect to the creation and enforcement of the liens and security interests created by this Amendment and the Mortgage, provided that the laws of the State of North Carolina shall apply to this Amendment to the extent set forth in the Loan Agreement, which provisions of the Loan Agreement are hereby incorporated by reference, without

regard to the choice of law rules or conflicts of law principles of the State of South Carolina or any other state, except to the extent that federal laws preempt such state laws.

(h) Capitalized terms used in this Amendment, defined in the Mortgage and not otherwise defined in this Amendment shall have the meanings given them in the Mortgage.

[SIGNATURES APPEAR ON NEXT PAGE]

Waiver of Right of Appraisal

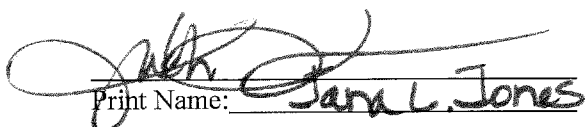
The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

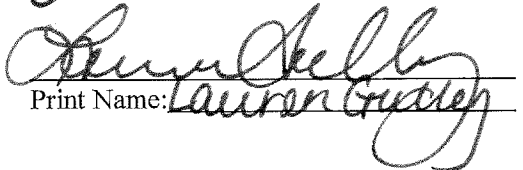
IN WITNESS WHEREOF, Grantor and Lender have caused this Amendment to be executed in their names, under seal, all by authority duly given, as of the date herein first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

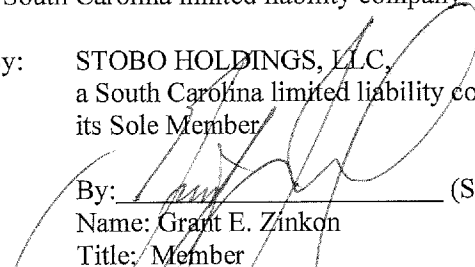
DEBTOR:


Print Name: Sara L. Jones


Print Name: Lauren Gulley

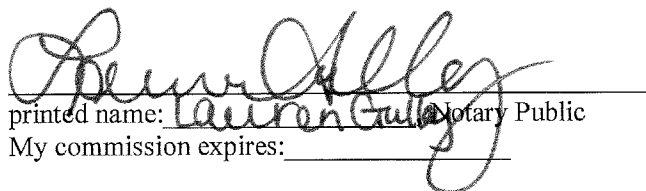
NEW LEAF AT NEXTON LLC,
a South Carolina limited liability company

By: STOBO HOLDINGS, LLC,
a South Carolina limited liability company,
its Sole Member

 (SEAL)
Name: Grant E. Zinkon
Title: Member

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 30th day of July, 2020 by New Leaf at Nexton LLC, a South Carolina limited liability company, by Stobo Holdings, LLC, a South Carolina limited liability company, its Sole Member, by Grant E. Zinkon, its Member.


printed name: Lauren Gulley Notary Public
My commission expires: _____

(Official Seal)

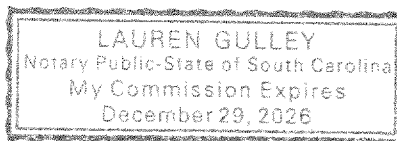


Exhibit A**Property Description**

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Berkeley, State of South Carolina, shown and designated as "LOT 602B" on a plat entitled "SUBDIVISION PLAT BRIGHTON PARK – PHASE 6 & HOA AREA NO. 45-49 OF NEXTON SHOWING THE SUBDIVISION OF TRACT E (TMS NO. 221-00-00-133) TO CREATE BRIGHTON PARK – PHASE 6, (114 LOTS) MYRTLE BRANCH STREET, TRAILVIEW LANE, NEW LEAF LOOP & WINDING BRANCH DRIVE, PRIVATE R/W NOS. 36 – 41, HOA AREA NOS. 45 – 49 & RESIDUAL "TRACT E" OWNED BY NASH – NEXTON HOLDINGS, LLC LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA", prepared by Johnathan F. Burns, PLS # 22742, of GPA Professional Land Surveyors, Inc., dated July 23, 2019, and recorded August 23, 2019, at Instrument Nos. 2019030500 - 2019030506, in the Office of the Register of Deeds for Berkeley County, South Carolina, reference to which is hereby craved for a more complete description.

TAX PARCEL NO.: 221-04-03-087

DERIVATION: This being the same property conveyed by Deed from NASH-NEXTON HOLDINGS, LLC, a Delaware limited liability company to New Leaf at Nexton LLC, a South Carolina limited liability company, dated July 30, 2020, and recorded simultaneously herewith in the Berkeley County Register of Deeds Office.