(3)

Karen Johnson Davidson County
Batch# 954436 DOT
12/22/2022 11:18:30 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20221222-0132099

This Instrument Prepared By and Return to:
Southland Law Group, PLLC
216 Centerview Drive, Suite 360
Brentwood, TN 37027

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $0.00. Indebtedness tax previously paid in amount of $15,000,000.00. Indebtedness Tax previously paid in Book 7449, page 573, Book 7862, page 777, ROWC, TN, Instrument No. 20190322-0026431 and Instrument No. 20210910-0121529, RODC, TN; Record Book 5443, page 588, and Record Book 5488, page 726, ROSC, TN

SUPPLEMENTAL DEED OF TRUST
(Tennessee)

This instrument gives additional security for an existing short-term note secured by an existing exempt instrument.

Master Loan Number: 90023715

This SUPPLEMENTAL DEED OF TRUST, ASSIGNMENT OR RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT (the ***"Amendment"***) is made as of the 17th day of November, 2022 by and between:

Grantor:	**Grandview Custom Homes, LLC,** a limited liability company ("**Grantor**"), whose address is 528A Donelson Pike, Nashville, Tennessee 37214
	To and for the benefit of
Trustee:	**HUGH M. QUEENER** ("**Trustee**"), as Trustee, a resident of Williamson County, Tennessee, whose address is 150 3rd Avenue South, Suite 900, Nashville, TN 37201, and
Grantee/Beneficiary/Lender:	**PINNACLE BANK**, a Tennessee banking corporation ("**Grantee**" or "**Lender**" which terms shall also include any subsequent holder of the Note, as hereinafter defined), whose address is 150 3rd Avenue South, Suite 900, Nashville, TN 37201

THE DEED OF TRUST AMENDED BY THIS INSTRUMENT 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 DEED OF TRUST, IT SHOULD ALSO BE FILED AND INDEXED AS A FIXTURE FILING PURSUANT TO SECTION 11-9-502 AND RELATED PROVISIONS OF THE TENNESSEE UNIFORM COMMERCIAL CODE.

W I T N E S S E T H:

WHEREAS, in connection with credit loaned or to be loaned, Grantor executed and delivered for the benefit of Lender that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement of record in Book 7449, Page 573, Register's Office for Williamson County, Tennessee, of record in Instrument No. 20180905-0087855 as amended and restated in Instrument No. 20221220132097, Register's Office for Davidson County, Tennessee and of record in Record Book 4608, page 717, Register's Office for Sumner County,

Tennessee as amended by that certain Amendment to Deed of Trust to increase the indebtedness to TEN MILLION AND NO/100 Dollars ($10,000,000.00), of record in Book 6687, Page 801, Register's Office for Williamson County, Tennessee, as amended by that certain Amendment to Deed of Trust to increase the indebtedness to FIVE MILLION AND NO/100 Dollars ($5,000,000.00), of record in Book 7585, Page 993, Register's Office for Williamson County, Tennessee; of record in Instrument No. 20190322-0026431, Register's Office for Davidson County, Tennessee and of record in Record Book 4648, page 52, Register's Office for Sumner County, Tennessee as amended by that certain Amendment to Deed of Trust to increase the indebtedness to SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 Dollars ($7,500,000.00), of record in Book 7862, Page 777, Register's Office for Williamson County, Tennessee; of record in Instrument No. 20200116-0005747, Register's Office for Davidson County, Tennessee and of record in Record Book 5119, page 186, Register's Office for Sumner County, Tennessee, as amended by that certain Amendment to Deed of Trust to increase the indebtedness to EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 Dollars ($8,500,000.00), of record in Book 8379, Page 28, Register's Office for Williamson County, Tennessee; of record in Instrument No. 20201222-0152173, Register's Office for Davidson County, Tennessee and of record in Record Book 5443, page 588, Register's Office for Sumner County, Tennessee, as amended by that certain Amendment to Deed of Trust to increase the indebtedness to TEN MILLION AND NO/100 Dollars ($10,000,000.00), of record in Book 8421, Page 20, Register's Office for Williamson County, Tennessee; of record in Instrument No. 20210204-0016169, Register's Office for Davidson County, Tennessee and of record in Record Book 5488, page 726, Register's Office for Sumner County, Tennessee and as amended by that certain Amendment to Deed of Trust to increase the indebtedness to FIFTEEN MILLION AND NO/100 Dollars ($15,000,000.00), of record in Book 8751, Page 166, Register's Office for Williamson County, Tennessee; of record in Instrument No. 20210910-0121529, Register's Office for Davidson County, Tennessee and of record in Record Book 8751, page 166, Register's Office for Sumner County, Tennessee (as amended hereby, and as previously amended, the "***Security Deed***");

WHEREAS, Grantor desires to amend the Security Deed 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 grants, transfers, bargains, sells, conveys and assigns unto Lender and the successors, successors-in-title and assigns of Lender, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, 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 Tennessee, 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 Security Deed, 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 Security Deed;

(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) **Rent and other Property.** Subject to the rights of Lender under Article 3 of the Security Deed, all income, rents, security or similar deposits, revenues, 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***"), 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 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 Grantee shall only be liable for any obligations associated with such rights upon recording of an affirmative statement signed by the Grantee 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 Security Deed 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 Security Deed as "Permitted Exceptions".

Whenever used in the Security Deed, or in any other Loan Document when such term is defined by reference to the Security Deed: (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" shall include without limitation the Additional Rents; (f) the term "Rents and Other Property" shall include without limitation the Additional Rents 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 Security Deed, 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 Security Deed 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 Tennessee law, of a creditor to appoint a receiver for some or all of the Additional Collateral, and to collect rents upon notice without judicial process. The terms and provisions of the Security Deed 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 Security Deed 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", "Security Deed" or "Mortgage Instrument" in any of the Loan Documents shall hereinafter be deemed to refer to the Security Deed 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 Security Deed, as hereby modified, is incorporated in this Amendment in its entirety by this reference, and all provisions of the Security Deed shall be interpreted in accordance with and in light of the revisions and modifications contained herein. Grantor represents, affirms and agrees that the Security Deed, 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 Security Deed 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 Security Deed, 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 Security Deed 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 Tennessee with respect to the creation and enforcement of the liens and security interests created by this Amendment and the Security Deed, provided that the laws of the State of Tennessee 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 Tennessee or any other state, except to the extent that federal laws preempt such state laws.

The provisions of this Security Deed shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to the choice of law rules or conflicts of law principles of the State of Tennessee 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 Security Deed and not otherwise defined in this Amendment shall have the meanings given them in the Security Deed.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed in its name, under seal, all by authority duly given, as of the date herein first above written.

Signed, sealed and delivered
in the presence of:

WITNESS:

_____

Print Name:_____

GRANTOR:

GRANDVIEW CUSTOM HOMES, LLC

By:_____(SEAL)
Name: Steve Bone
Title: Authorized Agent

_[CORPORATE SEAL]

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Steve Bone whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon her oath acknowledged herself to be the Authorized Agent for Grandview Custom Homes LLC , the within named bargainor, a limited liability company, and that she as such Agent being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Steve Bone as such Authorized Agent.

Witness my hand and official seal, this the 17th day of November, 2022.

_____
Notary Public
My Commission Expires: 12/11/25

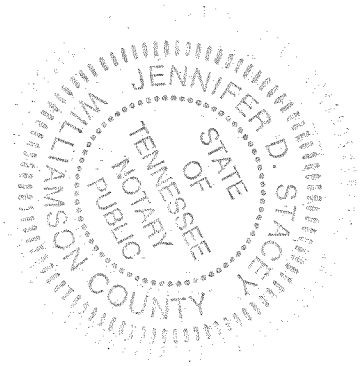


Exhibit A

Property Description

Land in Davidson County, Tennessee, being Lot Nos. 201, 202 and 203, on the plan of FINAL PLAT THE RESERVE AT AARONS CRESS A CLUSTER LOT DEVELOPMENT PHASE 2 SECTION 1, as shown on plat of record in Instrument 20200828-0097746, Register's Office for Davidson County, reference to which is hereby made for a more complete description.

Being the same property conveyed to Grandview Custom Homes, LLC, by deed of record in Instrument No. ____202212220132098____, Register's Office for Davidson County, Tennessee.

CERTIFICATE OF AUTHENTICITY

I, Jennifer D Stacy do hereby make oath that I am a licensed attorney and/or custodian of the original version of the electronic document tendered for registration herewith, and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on December 22, 2022.

Affiant
Date: 12/22/22

STATE OF TENNESSEE
COUNTY OF Williamson

Sworn to and subscribed before me this 22nd day of December, 2022

Notary Public

My Commission Expires: 1/6/25

KATHERINE ANN HEDRICK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY