

File #72094

THIS INSTRUMENT PREPARED BY:

Central Bank of the South
701 South 20th Street
Birmingham, Alabama 35233
Telephone: (205) 933-3000

STATE OF ALABAMA)

COUNTY OF SHELBY)

AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT
(CONSTRUCTION - ALABAMA)

THIS AMENDMENT to Accommodation Mortgage and Security Agreement (this "Amendment") is made as of the 16th of February, 19 94, and is by and between GREYSTONE RIDGE PARTNERSHIP, an Alabama general partnership (the "Accommodation Mortgagor"), Mortgagor, and CENTRAL BANK OF THE SOUTH, an Alabama state banking corporation (the "Bank"), Mortgagee.

P R E A M B L E

Accommodation Mortgagor entered into an Accommodation Mortgage and Security Agreement in favor of the Bank dated May 1, 1992, recorded in the office of the Judge of Probate of Shelby County, Alabama on May 5, 1992, as Instrument No. 1992-7102 (the "Mortgage"). In order to induce the Bank to make the Loan (as defined in the Mortgage) or loans to Thornton Construction Company, Inc., an Alabama corporation, Accommodation Mortgagor desires to amend the Mortgage to add the additional property described herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Accommodation Mortgagor and Bank, intending to be legally bound hereby, agree as set forth below.

A M E N D M E N T

1. **Premises.** The property described on Addendum 1 attached hereto is hereby added to the Mortgaged Property (as defined in the Mortgage) in all respects and to the same extent and as fully as if the property described on Addendum 1 hereto were described on Exhibit A to the Mortgage upon its original recording. Accommodation Mortgagor hereby grants, bargains, sells, aliens and conveys unto the Bank, its successors and assigns, the property described on Addendum 1 hereto and all estates, buildings, improvements, fixtures, furniture and personal property of every nature whatsoever now or hereafter owned by the Accommodation Mortgagor and situated on the property described on Addendum 1 hereto or used or intended to be used in connection with or with the operation of said property, buildings or other improvements, in all respects as if set forth in the

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11:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00

Alabama Title

Inst # 1994-05812

Mortgage and to the same extent and as fully as if the property described on **Addendum 1** hereto were described on Exhibit A to the Mortgage upon its original recording.

2. **No Release.** This Amendment is intended to add the property described on **Addendum 1** hereto to the property granted and conveyed by the Mortgage. This Amendment in no way releases from the lien of the Mortgage all or any portion of the real property described therein.

3. **Reaffirmation of Representations and Warranties.** Each representation and warranty contained in the Mortgage is hereby reaffirmed as of the date hereof, and the Accommodation Mortgagor hereby makes each representation and warranty contained in the Mortgage as to the real and personal property granted and conveyed to the Bank hereby as fully as if the real property described on **Addendum 1** hereto were described on Exhibit A to the Mortgage upon its original recording.

4. **Effective Date.** The effective date of this Amendment is the date first set forth above.

5. **Effect of Amendment.** Except as specifically modified herein, all provisions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, Accommodation Mortgagor and the Bank have caused this Amendment to be duly and properly executed under seal as of the day and year first above written.

**ACCOMMODATION MORTGAGOR
(MORTGAGOR, DEBTOR):**

**GREYSTONE RIDGE PARTNERSHIP,
an Alabama general partnership**

WITNESS:

By: 
Gary R. Dent
Its: General Partner

BANK (MORTGAGEE, SECURED PARTY):

WITNESS:

CENTRAL BANK OF THE SOUTH

By: 
Its: Real Estate Officer

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Gary R. Dent**, whose name as General Partner of **GREYSTONE RIDGE PARTNERSHIP**, an Alabama general partnership, 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 general partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand this the 16th day of February, 1994.

Brian Hunt
Notary Public
My commission expires: 8-26-98

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Philip R. Webb, whose name as Real Estate Officer of **CENTRAL BANK OF THE SOUTH**, an Alabama 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 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 this the 16th day of February, 1994.

Brian Hunt
Notary Public
My commission expires: 8-26-98

[NOTARIAL SEAL]

ADDENDUM I

PROPERTY DESCRIPTION

Lots 60, 78, 79, 91 and 92. according to survey of Greystone Village Phase I, as recorded in Map Book 18 Page 9 in the Probate Office of Shelby County; being situated in Shelby County, Alabama.

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