

**AMENDMENT TO
ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT**

THIS AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT is made as of the 16th day of June, 1992, and is by and between **GREYSTONE RIDGE PARTNERSHIP**, an Alabama general partnership (the "Accommodation Mortgagor") and **CENTRAL BANK OF THE SOUTH**, a state banking corporation ("Bank").

Preamble

Accommodation Mortgagor entered into an Accommodation Mortgage and Security Agreement dated as of May 1, 1992, recorded in Instrument No. 1992-7102 in the office of the Judge of Probate of Shelby County, Alabama ("Mortgage"). Accommodation Mortgagor and Bank now desire to amend the Mortgage in order to show the increase in the principal indebtedness of the Revolving Credit Commercial Note referenced therein and secured thereby from \$2,500,000.00 to \$4,000,000.00.

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

Amendment

1. **Amendment.** The first "WHEREAS" paragraph on the first page of the Mortgage is hereby amended to read as follows:

WHEREAS, THORNTON CONSTRUCTION COMPANY, INC., an Alabama corporation (hereinafter called the "Borrower") is justly indebted to Bank on a revolving loan in the principal sum of up to FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00) (the "Loan"), or so much as may from time to time be disbursed thereunder, as evidenced by a Revolving Credit Commercial Note dated May 1, 1992, as amended and as may be amended from time to time in the future, payable to Bank with interest thereon, on demand or as otherwise provided therein (the "Note"). This is a **FUTURE ADVANCE MORTGAGE**, and the said \$4,000,000.00 shall be advanced by Bank to Borrower in accordance with a Master Loan Agreement for Construction Financing (the "Loan Agreement") dated May 1, 1992, as amended and as may be amended from time to time in the future, the terms of which agreement are made a part of this Mortgage; and

Cahaba Title

Inst # 1992-13902

The third "WHEREAS" paragraph on the first page of the Mortgage is hereby amended to read as follows:

WHEREAS, in order to induce Lender to make the Loan or loans to Borrower, Accommodation Mortgagor desires to make this Mortgage to secure said Loan as evidenced by the Note, with interest, and all renewals, extensions and modifications thereof, and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (herein "Other Indebtedness").

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

3. 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 Bank have caused this Amendment to be duly and properly executed in Birmingham, Alabama as of the date set forth above, but actually executed on the dates shown below.

WITNESS:

Maue E. Wilson

ACCOMMODATION MORTGAGOR:

GREYSTONE RIDGE PARTNERSHIP,
an Alabama general partnership

By: GARY R. DEIT

Its: General Partner

Date Executed: 16 JUL 92

LENDER:

CENTRAL BANK OF THE SOUTH

By: Charles E. S. [Signature]

Its: Real Estate Officer

Date Executed: 6-16-92

WITNESS:

Frances Seale

STATE OF ALABAMA)

COUNTY OF Jefferson)

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 June, 1992.

Maile E. Edson
Notary Public

[NOTARIAL SEAL]

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: JULY 8, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My commission expires: _____

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Charles E. Smyser III, 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 22nd day of June, 1992.

Barbara Ann Moore
Notary Public

[NOTARIAL SEAL]

My commission expires: 12-7-94

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07/14/1992-13902
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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