

THIS INSTRUMENT WAS PREPARED BY:
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STATE OF ALABAMA)

COUNTY OF SHELBY)

**AMENDMENT TO ACCOMMODATION
MORTGAGE AND SECURITY AGREEMENT**

THIS AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT is made as of the 9th day of ~~June~~^{JULY}, 1993, 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, which has been amended from time to time by certain amendment agreements recorded in the office of the Judge of Probate of Shelby County, Alabama, including, without limitation, a certain Amendment to Accommodation Mortgage and Security Agreement by and between Accommodation Mortgagor and Bank dated as of June 16, 1993, recorded in Instrument No. 1992-13902 in the office of the Judge of Probate of Shelby County, Alabama (as so amended, the "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 \$4,000,000.00 to \$5,000,000.00.

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AMENDMENT TO ACCOMMODATION MORTGAGE

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Alabama Title

**07/27/1993-22016
10:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 17.00**

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 FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) (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 \$5,000,000.00 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

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

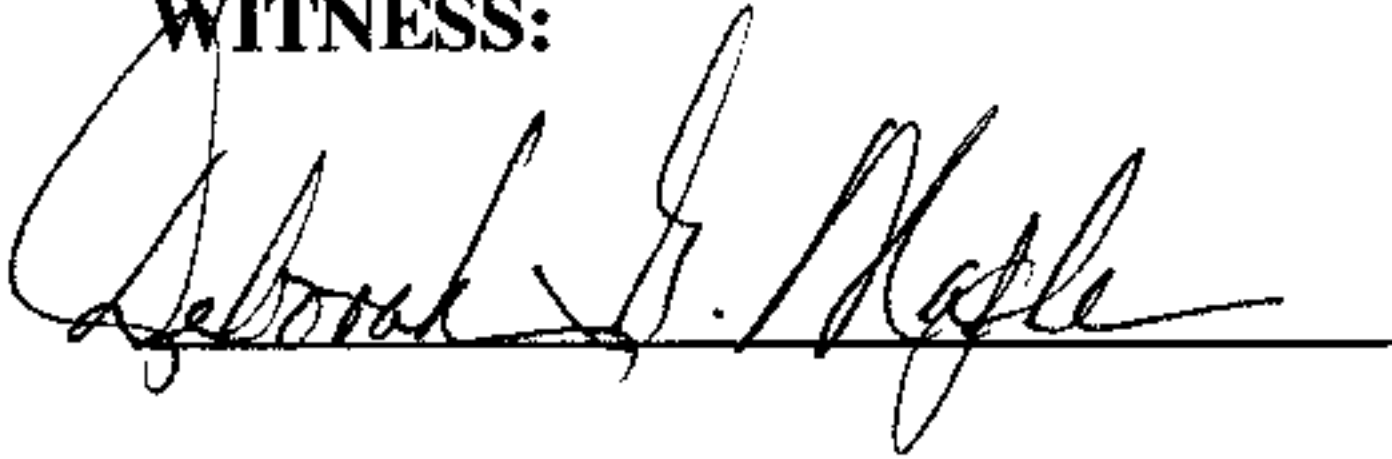
3. **Effect of Amendment.** Except as specifically modified herein, all provisions of the Mortgage shall remain in full force and effect.

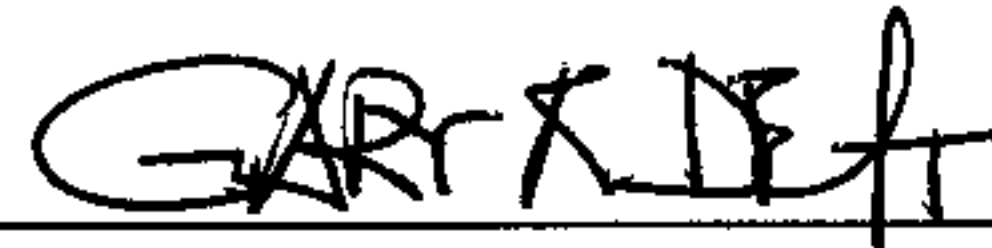
IN WITNESS WHEREOF, Accommodation Mortgagor and Bank have caused this Amendment to be duly and properly executed in Birmingham, Alabama as of the date set forth above.

ACCOMMODATION MORTGAGOR:

GREYSTONE RIDGE PARTNERSHIP,
an Alabama general partnership

WITNESS:



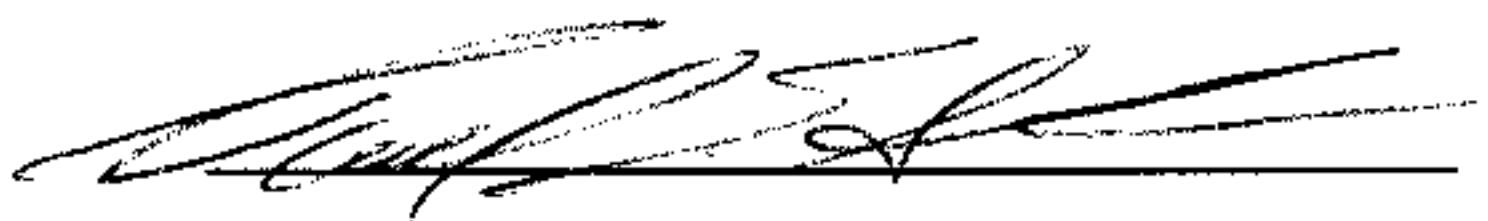
By: 

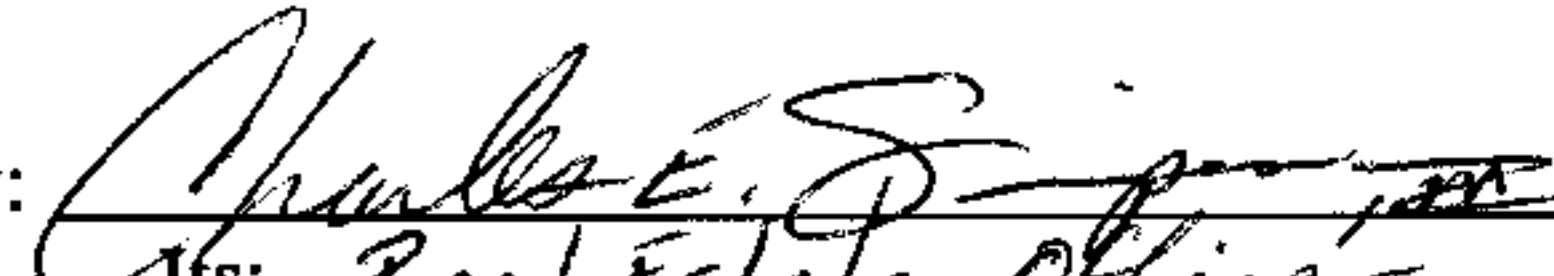
Its: General Partner

LENDER:

CENTRAL BANK OF THE SOUTH

WITNESS:



By: 

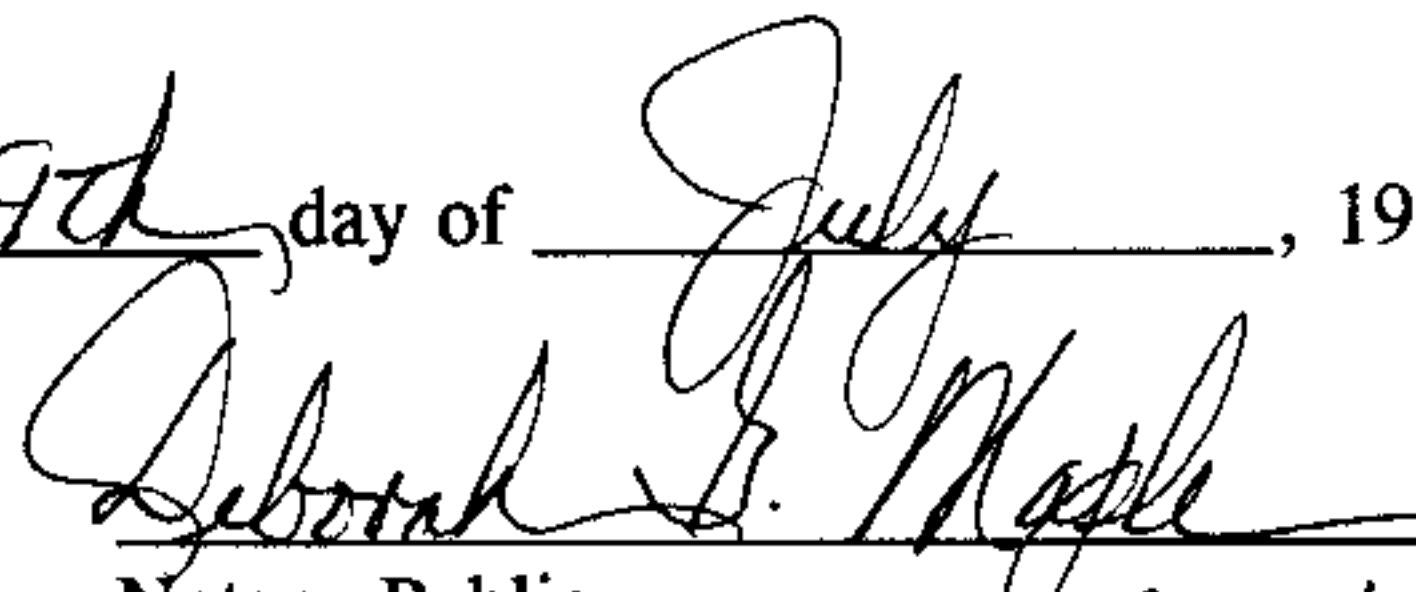
Its: Real Estate Officer

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, DEBORAH G. MAPLE, the undersigned, a Notary Public in and for said County in said State, hereby certify that GARY K. 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 9th day of July, 1993.


Notary Public

My Commission Expires: October 16, 1993

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, EUGENE A. BYRD, the undersigned, Notary Public in and for said County in said State, hereby certify that CHARLES E. SNIPE 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 23RD day of JULY, 1993.

Eugene A. Byrd
Notary Public
My Commission Expires: 3-15-94

[NOTARIAL SEAL]

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