

ASSUMPTION AGREEMENT
(without release of Original Grantor)

KNOW ALL MEN BY THESE PRESENTS:

COMPASS BANK, successor by change of name to CENTRAL BANK OF THE SOUTH ("Compass Bank" or "Lender"), is the present holder of a note executed by THORNTON CONSTRUCTION COMPANY, INC., an Alabama corporation (hereafter called "Borrower") in the principal sum of \$5,000,000.00 dated May 1, 1992, and as amended pursuant to amendment agreements between Lender and Borrower dated June 16, 1992, May 14, 1993 and July 9, 1993 (the "Note"), evidencing a loan from Lender to Borrower in such amount (the "Loan"), which Note is secured by, among other collateral, a certain Accommodation Mortgage and Security Agreement dated May 1, 1992, and recorded at Instrument # 1992-7102 in the Office of the Judge of Probate of Shelby County, Alabama, and as amended pursuant to the amendment agreements between Lender and Original Mortgagor recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Numbers 1992-08750; 1992-09709; 1992-13902; 1992-14169; 1992-17964; 1992-21533; 1993-01023; 1993-04546; 1993-09181; 1993-10458; 1993-15154; 1993-15155; 1993-19341; 1993-21231; 1993-22016; 1993-22018; 1993-22020; 1993-23900; 1993-23903; 1993-29955; 1993-29957; 1993-35581; 1993-35583; 1993-37885; 1993-37888; 1993-41571; 1993-41574; 1994-02738; 1994-02741; 1994-5808; 1994-5810; 1994-05812; 1994-8660 and 1994-8662, all executed by GREYSTONE RIDGE PARTNERSHIP, an Alabama general partnership ("Original Mortgagor") in favor of Lender, (as so amended, the "Mortgage"). The Original Mortgagor proposes to sell the property covered by the Mortgage, together with other assets of the Original Mortgagor including rights to purchase additional real property, to GREYSTONE RIDGE, INC., an Alabama corporation (hereinafter called "Purchaser"), and the Purchaser desires to assume all of the obligations of the Original Mortgagor under the Mortgage, and under any other document executed or furnished by the Original Mortgagor in connection with the Note or Mortgage, as part of the consideration for the conveyance to the Purchaser of the real property covered by the Mortgage

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SHELBY COUNTY JUDGE OF PROBATE

Alabama Title

and such other assets. Compass Bank is willing to consent to said conveyance and assumption of said obligations, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED AMONG THE PARTIES as follows:

1. Compass Bank, to the extent of its interest, does hereby consent to the sale and conveyance of the property covered by the Mortgage (the "Property") by the aforesaid Original Mortgagor to said Purchaser, subject, however, to all of the provisions of this Agreement.
2. The Purchaser acknowledges that the said Mortgage is a first, valid and prior lien or encumbrance against the Property, and the Purchaser further acknowledges that the Mortgage, Note and other documents evidencing, securing or otherwise relating to the Note or Mortgage (collectively, the "Loan Documents") are enforceable in accordance with their respective terms.
3. The Property shall remain in all respects subject to the lien, charge or encumbrance of said Mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or conveyance effected by, the Mortgage, or the priority thereof over other liens, charges, encumbrances or conveyances or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable hereunder or on account of the Note and/or Mortgage; nor shall anything herein contained or done pursuant hereto affect or be construed to affect any other security or instrument, if any, held by Compass Bank as additional security for or evidence of the aforesaid indebtedness.
4. The Purchaser does hereby assume and agree to fully and timely perform all of the obligations provided in the Mortgage and to be subject to and comply with all terms and conditions thereof.
5. The Mortgage is hereby restated, republished and affirmed by Purchaser in its entirety, including without limitation, each and every representation, warranty, covenant and

agreement made by the Original Mortgagor therein. The Original Mortgagor and Purchaser hereby represent, warrant and certify to Lender that no Event of Default (as defined in the Mortgage), nor any condition nor any event that with notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing under the Mortgage and that the Original Mortgagor and Purchaser have no offsets or claims against Lender arising under, related to, or connected with the Loan, Mortgage, Note or any of the other Loan Documents.

6. Purchaser shall pay any recording and other expenses incurred by Lender, the Original Mortgagor or Purchaser in connection with the assumption of the Mortgage effected hereby, including without limitation, title or other insurance premiums, legal expenses and recording fees and taxes.

7. Each of the Loan Documents, including without limitation, the Master Loan Agreement for Construction Financing between Borrower and Lender dated May 1, 1992, as amended, shall be deemed amended hereby to the extent necessary to carry out the intent of this Agreement and, except as expressly set forth herein, all of the Loan Documents shall remain in full force and effect in accordance with their respective terms and shall continue to evidence, secure, guarantee or relate to, as the case may be, the Loan.

8. The Original Mortgagor shall remain fully liable and obligated under the Mortgage except to the extent applicable to any and all parcels of real property that may be made subject to the Mortgage subsequent hereto.

9. The Guarantors executing this instrument below consent to the sale and conveyance of the Property covered by the Mortgage and other transactions contemplated hereby and each agrees that he, she or it shall remain fully liable and obligated under the Guaranty Agreement executed in connection with the Loan, Note and other Loan Documents.

10. Borrower has executed this Agreement to evidence its consent to the sale and conveyance of the Property covered by the Mortgage and the amendment of the Loan Documents effected hereby.

11. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

12. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

13. In case any one or more of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining covenants, agreements, terms or provisions contained herein shall in no way be prejudiced, diminished or otherwise effected thereby.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly and properly executed as of May 10, 1994.

ORIGINAL MORTGAGOR:

GREYSTONE RIDGE PARTNERSHIP

By: GARY DELA
Its General Partner

PURCHASER:

GREYSTONE RIDGE, INC.

By: GARY DELA
Its: PRESIDENT

GUARANTORS:

William L. Thornton, Jr.
WILLIAM L. THORNTON, JR.

Patricia Thornton
PATRICIA THORNTON

William L. Thornton, III
WILLIAM L. THORNTON, III

Mavis Thornton
MAVIS THORNTON

James M. Thornton
JAMES M. THORNTON

Virginia Thornton
VIRGINIA THORNTON

GARY R. DENT
GARY R. DENT

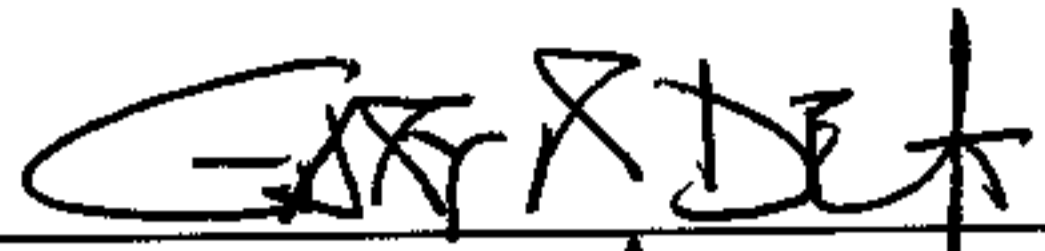
Catherine T. Dent
CATHERINE T. DENT

GREYSTONE RIDGE PARTNERSHIP

By: GARY R. DENT
Its: MARKING DENT

BORROWER:

**THORNTON CONSTRUCTION
COMPANY, INC.**

By: 
Its: PRESIDENT

LENDER:

COMPASS BANK

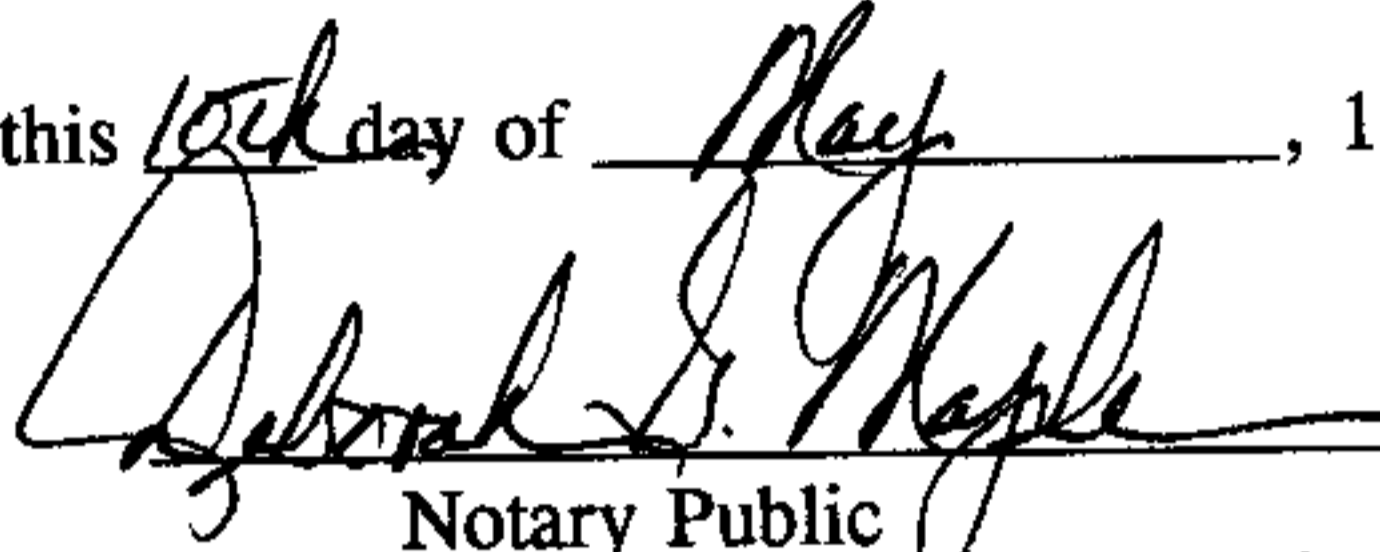
By: 
Its: Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, 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 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 and official seal this 10th day of May, 1994.


Notary Public

[Notarial Seal]

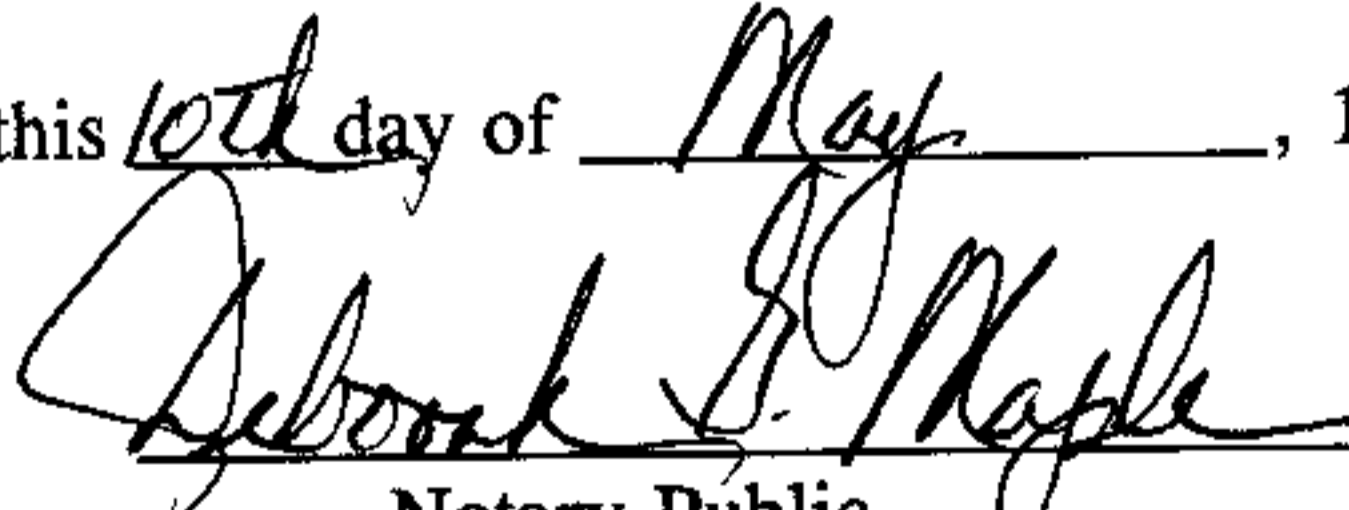
My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that GARY R. DENT, whose name as PRESIDENT of GREYSTONE RIDGE, INC., a 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 such 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 and official seal this 10th day of May, 1994.


Notary Public

[Notarial Seal]

My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that WILLIAM L. THORNTON, JR., whose name 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 1994.

Deborah G. Maple
Notary Public

[Notarial Seal]

My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that PATRICIA THORNTON, whose name 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 such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 1994.

Deborah G. Maple
Notary Public

[Notarial Seal]

My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that WILLIAM L. THORNTON, III, whose name 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 1994.

Deborah G. Maple
Notary Public

[Notarial Seal]

My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that MAVIS THORNTON, whose name 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 such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 1994.

Deborah G. Maple
Notary Public

[Notarial Seal]

My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that JAMES M. THORNTON, whose name 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 1994.

Deborah G. Maple
Notary Public

[Notarial Seal]

My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that VIRGINIA THORNTON, whose name 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 such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 1994.

Deborah G. Maple
Notary Public

[Notarial Seal]

My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that GARY R. DENT, whose name 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 1994.

Deborah G. Maple
Notary Public

[Notarial Seal]

My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that CATHERINE T. DENT, whose name 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 such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 1994.

Deborah G. Maple
Notary Public

[Notarial Seal]

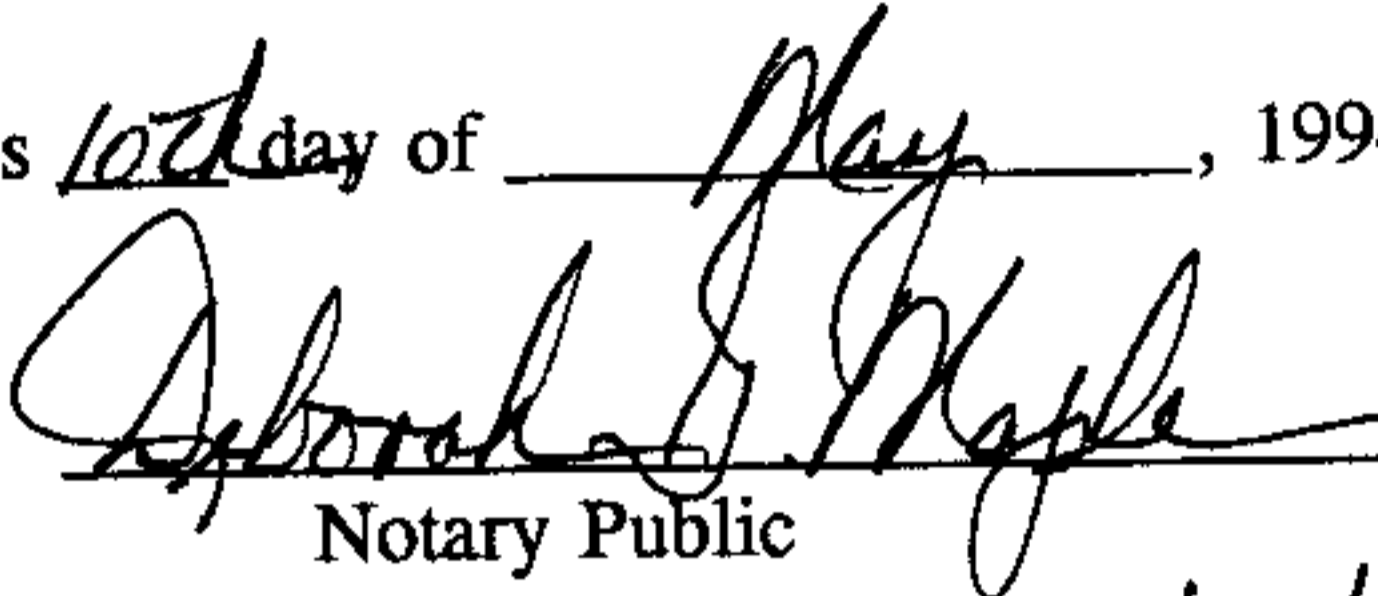
My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that GARY R. DEPT 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 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 and official seal this 10th day of May, 1994.


Notary Public

[Notarial Seal]

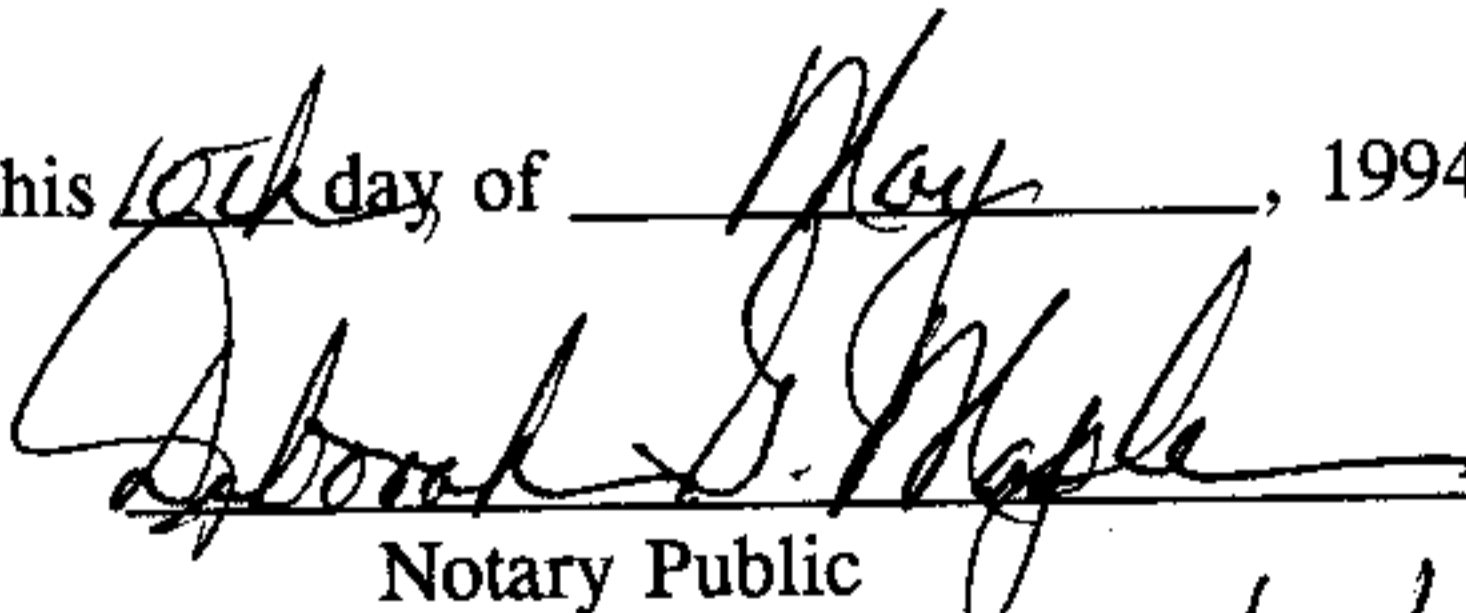
My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that GARY R. DEPT, whose name as PRESIDENT of THORNTON CONSTRUCTION COMPANY, INC., a 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 such 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 and official seal this 10th day of May, 1994.


Notary Public

[Notarial Seal]

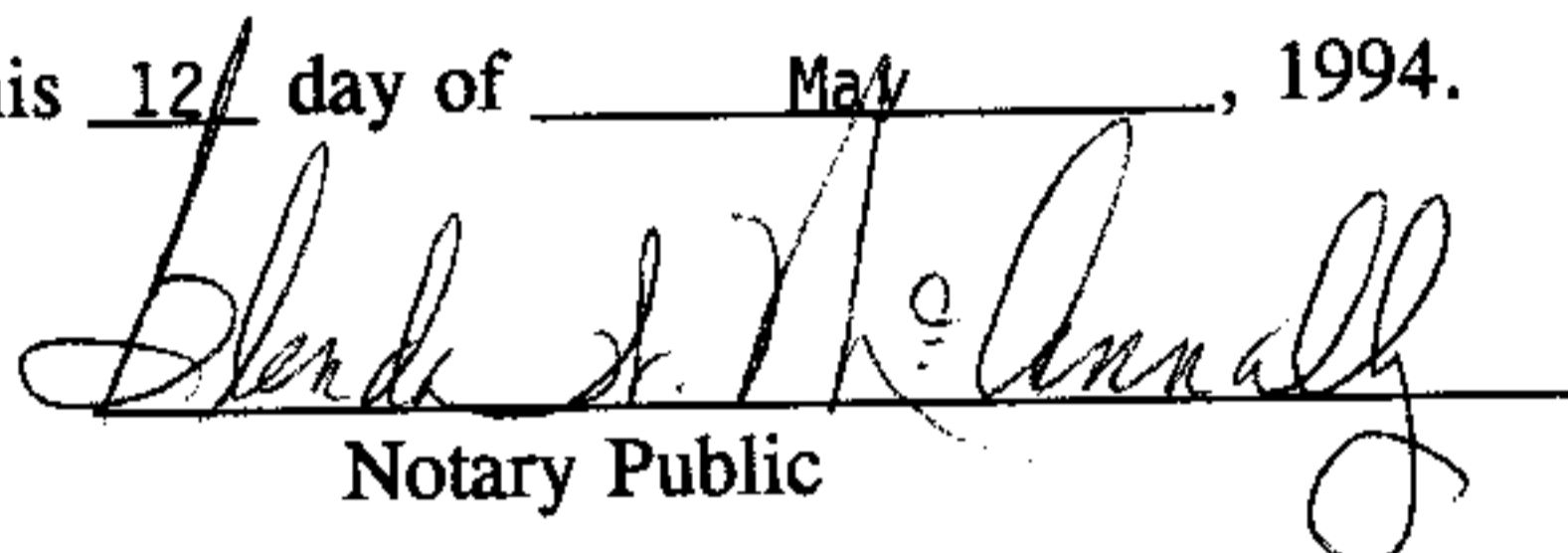
My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said county in said state, hereby certify that Philip R. Webb, whose name as of COMPASS BANK, a 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 such 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 and official seal this 12 day of May, 1994.


Notary Public

[Notarial Seal]

My Commission Expires: August 21, 1997

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SHELBY COUNTY JUDGE OF PROBATE
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