

This instrument prepared by:

Compass Bank
15 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 14th day of February, 1995, and is by and between GREYSTONE RIDGE, INC., an Alabama corporation (the "Accommodation Mortgagor"), Mortgagor, and COMPASS BANK, an Alabama state banking corporation (the "Bank"), Mortgagee.

P R E A M B L E

Greystone Ridge Partnership 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. Accommodation Mortgagor assumed said Greystone Ridge Partnership's obligations under said mortgage pursuant to that certain Assumption Agreement executed by Accommodation Mortgagor on May 10, 1994, and recorded as Instrument No. 1994-16984 in said Probate Office. Said mortgage, as subsequently amended and as so assumed is referred to herein as 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 Bank, its successors and assigns, the property described

Cahaba Title

Inst # 1995-04578

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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 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, INC.,
an Alabama corporation

WITNESS:

By: _____

Gary R. Dent
Its President

BANK (MORTGAGEE, SECURED PARTY):

COMPASS BANK

WITNESS:

By: _____

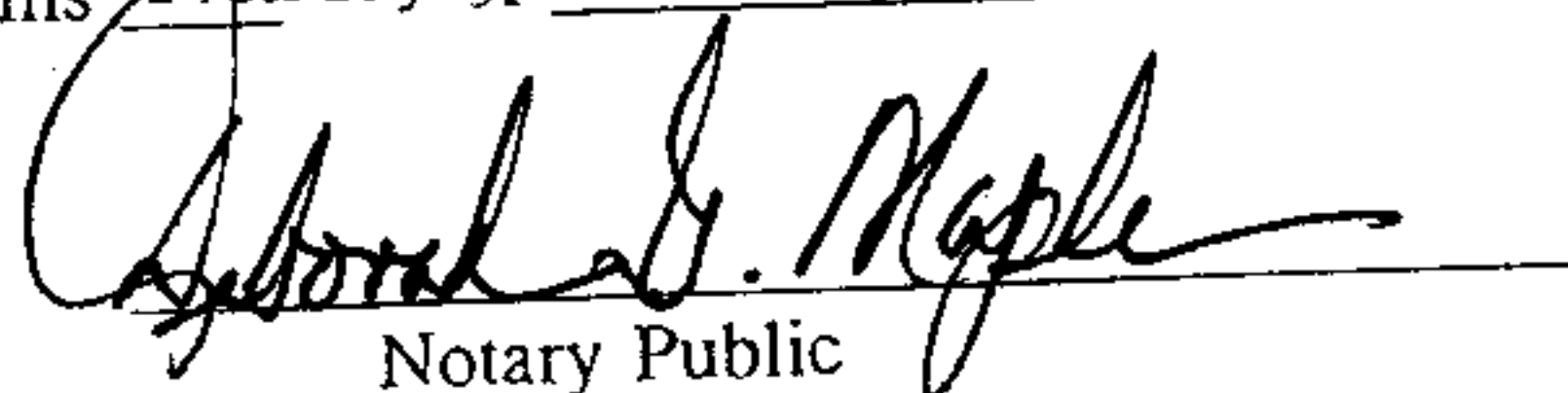
Its: Real Estate Officer

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 14th day of February, 1995.


Notary Public

[Notarial Seal]

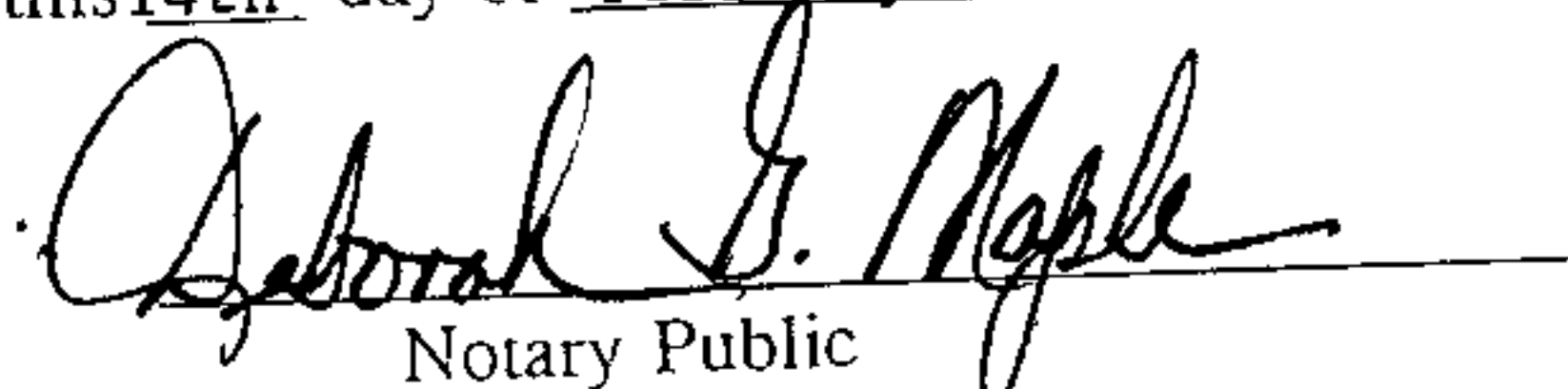
My Commission Expires: OCT. 16, 1996

STATE OF ALABAMA

COUNTY OF Jefferson

I, DEBORAH G. MAPLE, a notary public in and for said county in said state, hereby certify that Travis G. McKay, whose name as Real Estate Officer of COMPASS BANK, 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 such instrument, _____, 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 14th day of February, 1995.


Notary Public

[Notarial Seal]

My Commission Expires: OCT. 16, 1996

ADDENDUM 1

PROPERTY DESCRIPTION

Lot 70, 93 and 95, according to the survey of Greystone Village, Phase I, as recorded in Map Book 18 page 9 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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