

AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT

THIS AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT is made as of the 15th day of May, 1995, and is by and between GREYSTONE RIDGE, INC., an Alabama corporation (the "Accommodation Mortgagor"), and COMPASS BANK (formerly Central Bank of the South), a state banking corporation ("Lender").

Preamble

Greystone Ridge Partnership 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 was assumed by Accommodation Mortgagor pursuant to that certain Assumption Agreement dated as of May 10, 1994, and recorded as Instrument No. 1994-16984 in said Probate Office and which has been amended from time to time by certain amendment agreements recorded in the said Probate Office (as so assumed and 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 \$5,000,000.00 to \$6,000,000.00.

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 SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) (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 \$6,000,000.00 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.

05/22/1995-13318
09:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 1513.50

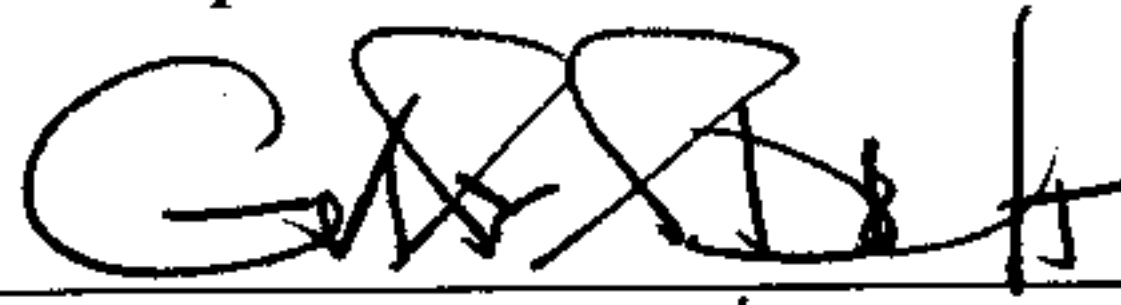
2. Effective Date. The effective date of this Amendment is the date first set forth above.

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 first set forth above.

ACCOMMODATION MORTGAGOR:

GREYSTONE RIDGE, INC.,
an Alabama corporation

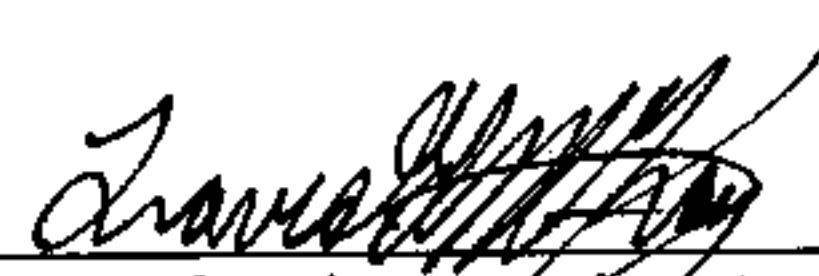
By: 
Its: President

WITNESS:

Carrie Mullinax

LENDER:

COMPASS BANK

By: 
Its: Real Estate Officer

WITNESS:

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. DEUT, 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 16 day of May, 1995.

Deborah G. Maple
Notary Public

[Notarial Seal]

My Commission Expires: 10/16/96

STATE OF ALABAMA

COUNTY OF Jefferson

I, Ann Aelsch, a notary public in and for said county in said state, hereby certify that Travis D. McKay, whose name as Real Estate Officer of COMPASS BANK, a 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, 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 17th day of May, 1995.

Ann Aelsch
Notary Public

[Notarial Seal]

My Commission Expires: 3/23/99

Inst # 1995-13318

Amendment to Mortgage
and Security Agreement

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