

This instrument prepared by:

Felton W. Smith

Balch & Bingham

P. O. Box 306

Birmingham, Alabama 35201

Telephone: (205) 251-8100

Inst # 1995-23884

STATE OF ALABAMA

COUNTY OF SHELBY

08/30/1995-23884
08:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HCS 2266.00

**AMENDMENT TO ACCOMMODATION MORTGAGE
AND SECURITY AGREEMENT
(CONSTRUCTION - ALABAMA)**

THIS AMENDMENT to Accommodation Mortgage and Security Agreement (this "Amendment") is made as of the 11th day of August, 1995, and is by and between **GREYSTONE LANDS, 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, which was assumed by Greystone Ridge, Inc., an Alabama corporation ("Ridge"), pursuant to that certain Assumption Agreement between Bank, Ridge and others dated May 10, 1994, and recorded as Instrument Number 1994-16984 in said Probate Office. Accommodation Mortgagor assumed said Greystone Ridge, Inc.'s obligations under said mortgage pursuant to that certain Assumption Agreement between Lender, Accommodation Mortgagor and others dated as of May 16, 1995, and recorded as Instrument No. 1995-13319 in said Probate Office. Said mortgage, as amended from time to time, and as so assumed is referred to herein as 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 \$6,000,000.00 to \$7,500,000.00.

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.

Calahan Title

A M E N D M E N T

A. Amendment.

1. 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 SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000.00) (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 \$7,500,000.00 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.

2. Section 3.08 of the Mortgage is hereby amended to read as follows:

3.08 Addresses and Other Information. The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements.

- (a) Name of Accommodation Mortgagor
(Debtor):

Greystone Lands, Inc.,
an Alabama corporation

Address of Accommodation Mortgagor:

601 Beacon Parkway West
Suite ~~209~~ 211
Birmingham, Alabama 35209
Attention: Gary R. Dent

(b) Name of Lender (Secured Party):

Compass Bank

Address of Lender:

15 South 20th Street
Birmingham, Alabama 35233
Attention: Alabama Real Estate
Department

(c) Record Owner of Real Estate
described on Exhibit A hereto:

Accommodation Mortgagor
(Debtor)

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

C. 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.

WITNESS:

Carrie Mullinax

**ACCOMMODATION MORTGAGOR
(MORTGAGOR, DEBTOR):**

**GREYSTONE LANDS, INC.,
an Alabama corporation**

By: 

Gary R. Dent
Its President

WITNESS:

**BANK
(MORTGAGEE, SECURED PARTY):**

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 President of GREYSTONE LANDS, 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 11 day of AUGUST, 1995.

Deborah G. Maple
Notary Public
My Commission Expires: 10/16/96

[Notarial Seal]

STATE OF ALABAMA

COUNTY OF Jefferson

I, Ann Aikens, a notary public in and for said county in said state, hereby certify that J. R. Miller, whose name as Vice President 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, 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 11th day of August, 1995.

Ann Aikens
Notary Public
My Commission Expires: 3/23/99

[Notarial Seal]

Inst # 1995-23884

08/30/1995-23884
08:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCB 2266.00