

THE INDEBTEDNESS SECURED BY THIS INSTRUMENT IS FURTHER SECURED BY THAT CERTAIN ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT DATED OF EVEN DATE HERewith EXECUTED BY REDMONT PARK VILLAS, INC. AND TO BE RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA

THE VALUE OF THE PROPERTY COVERED BY SAID MORTGAGE AND LOCATED IN JEFFERSON COUNTY IS \$ 200,000. THE VALUE OF THE PROPERTY COVERED BY THIS INSTRUMENT AND LOCATED IN SHELBY COUNTY IS \$ 5,375,000. THE VALUE OF SAID PROPERTY LOCATED IN JEFFERSON COUNTY CONSTITUTES 3.7 % OF THE TOTAL VALUE OF THE PROPERTY LOCATED IN BOTH JEFFERSON AND SHELBY COUNTIES.

This instrument prepared by:

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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 14 day of September, 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

09/19/1995-26020
08:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 4516.00

Inst # 1995-26020

Alabama Title

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 \$7,500,000.00 to \$10,500,000.00.

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.

A M E N D M E N T

A. 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 TEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$10,500,000.00) (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 \$10,500,000.00 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.

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.

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

GREYSTONE LANDS, INC.,
an Alabama corporation

WITNESS:

By: _____


Gary R. Dent
Its President

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

COMPASS BANK

WITNESS:

By: _____

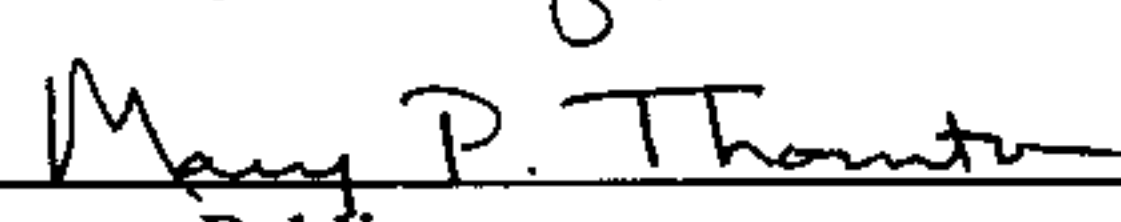
Its: 

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, 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 14th day of September, 1995.


Notary Public
My Commission Expires: 5/24/99

[Notarial Seal]

STATE OF ALABAMA

COUNTY OF Jefferson

I, Millie L. Williams 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**, 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, Re, 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 September, 1995.

Millie L. Williams

Notary Public

My Commission Expires: 9-18-97

[Notarial Seal]

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