

STATE OF TEXAS)
)
COUNTY OF TARRANT)

AMENDMENT TO
MORTGAGE
(Book 1995, Page 2881)

THIS AMENDMENT TO MORTGAGE ("Amendment") is made as of the 9th day of October, 1995, by D.R. HORTON, INC. - BIRMINGHAM, a Delaware corporation ("Mortgagee"), in favor of NATIONSBANK OF GEORGIA, N.A., a national banking association, as Administrative Agent for the Banks (as defined in the Mortgage, as hereinafter defined) ("Mortgagor") (the words "Mortgagor" and "Mortgagee" to include their respective heirs, successors and assigns where the context hereof requires or permits);

WITNESSETH:

Mortgagor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Mortgagee to Mortgagor at and before the delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby amend that certain Mortgage, Assignment, Security Agreement and Financing Statement by Mortgagor in favor of Mortgagee dated September 25, 1995, and recorded October 11, 1995 (the Mortgage, Assignment, Security Agreement and Financing Statement, as amended and modified, being hereinafter referred to as the "Mortgage"), as hereinafter set forth.

Mortgagor has granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed and by these presents, does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee the real estate described in Exhibit A which is attached hereto and incorporated herein by this reference together with all and singular the improvements thereon, and any and all other rights, members, hereditaments, appurtenances, titles, interest, powers, and privileges and other items appurtenant to the aforesaid real estate together with all other rights as described in the Mortgage and included in the terms "Land," "Improvements," "Accessories," "Premises" and "Property" as they may relate to the aforesaid real estate; subject, however, to the "Permitted Encumbrances" as that term is defined in the Mortgage.

To have and to hold all and singular the said premises unto the said Mortgagee, its successors and assigns forever.

The foregoing rights, interest and properties, and all rights, estates, powers and privileges appurtenant thereto shall be included in the definition of "Property" as set forth in the Mortgage. All of the terms, warranties, indemnities and covenants of the Mortgage and the other documents evidencing and securing the loan secured by the Mortgage shall apply to the property described on Exhibit A hereto as though such property was included in the original description of the

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"Property" in the Mortgage. Mortgagor does hereby bind its successors and assigns to procure or execute any further necessary assurances of title to the said premises and also to warrant and forever defend all and singular said premises unto Mortgagee, its successors and assigns and all persons lawfully claiming or to claim the same or any part hereof.

The Mortgage shall otherwise remain in full force and effect in accordance with its terms. Mortgagor hereby reaffirms unto Mortgagee and the Banks all of its indemnities in favor of Mortgagee and the Banks under the documents evidencing, securing and otherwise executed in connection with the loan secured by the Mortgage including, without limitation, the indemnities set forth in the Environmental Indemnity Agreement between Mortgagee, Mortgagor and Banks dated May 2, 1995. Mortgagor acknowledges that Mortgagor has no offsets, claims, counterclaims or defenses to the obligations of Mortgagor or the rights of Mortgagee and the Banks under the Mortgage or the other documents evidencing, securing or otherwise executed in connection with the loan secured by the Mortgage and, to the extent that Mortgagor has any such offsets, claims, counterclaims or defenses with respect to the aforesaid obligations or rights, Mortgagor hereby waives such offsets, claims, counterclaims and defenses. Mortgagor and Mortgagee hereby agree that any amendment to the Mortgage, the sole purpose(s) of which is (are) (a) to subject additional property to the lien of the Mortgage and/or (b) to evidence reaffirmations, acknowledgements and waivers in favor of and for the benefit of Mortgagee and the Banks, which reaffirmations, acknowledgements and waivers are in substantially the same form as the immediately preceding paragraph, shall be valid and enforceable if executed solely by Mortgagor. Except as specifically described in the preceding sentence, the Mortgage may only be amended or modified by a written instrument for that purpose and executed by the party against which enforcement of the amendment or modification is asserted (provided, however, the execution of an instrument by Mortgagee shall be enforceable against the Banks to the extent Mortgagee is permitted to act on behalf of the Banks pursuant to the Loan Documents, as that term is defined in the Mortgage). In the event that any provision of an amendment is not enforceable against Mortgagor or the Banks by virtue of, without limitation, the immediately preceding sentence, such unenforceability shall not affect the other provisions of such amendment to the extent such provisions are for the purposes set forth in (a) and (b) of this paragraph.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by a duly authorized officer this 6th day of October, 1995.

NATIONSBANK OF GEORGIA, N.A.,
a national banking association, as
Administrative Agent for the Banks

WITNESSES:

Melanie B. Mallory
Kimberly M. Lee

By: Henry A. Dyer, Jr.
Henry A. Dyer
Senior Vice President

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by a duly authorized officer this 9th day of October, 1995.

WITNESSES:

Ted Hurlbourn
Robert Rapp

D.R. HORTON, INC. - BIRMINGHAM,
a Delaware corporation

By: David J. Keller
David J. Keller
Vice President

ACKNOWLEDGEMENT OF MORTGAGOR

STATE OF TEXAS

COUNTY OF Tarrant

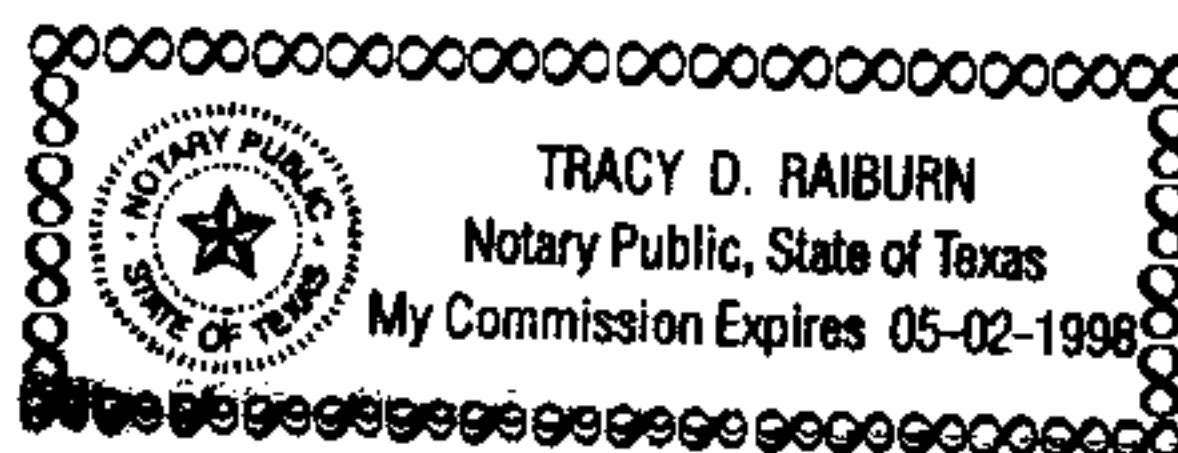
I, the undersigned, a notary public in and for said County in said State, do hereby certify that David J. Keller, who is the Vice President of D.R. HORTON, INC. - BIRMINGHAM, a Delaware corporation (the "Mortgagor"), whose name is signed to the foregoing instrument, and who is known by me and is known by me to be such Vice President, acknowledged before me on this day, being informed of the contents of said instrument, that he, in his capacity as aforesaid, and with full authority, executed the same voluntarily for and as the act of Mortgagor.

Given under my hand and seal of office, this 9th day of October, 1995.

Tracy D. Raiburn
Notary Public

My Commission Expires:

5-2-98



ACKNOWLEDGEMENT OF MORTGAGEE

STATE OF GEORGIA

COUNTY OF Cherokee

I, the undersigned, a notary public in and for said County in said State, do hereby certify that Henry A. Dyer, who is a Senior Vice President of NATIONSBANK OF GEORGIA, N.A. (the "Mortgagee"), whose name is signed to the foregoing instrument, and who is known by me and is known by me to be such Senior Vice President, acknowledged before me on this day, being informed of the contents of said instrument, that he, in his capacity as aforesaid, and with full authority, executed the same voluntarily for and as the act of Mortgagee.

Given under my hand and seal of office, this 6 day of October, 1995.

Ellen Doucette
Notary Public

My Commission Expires:

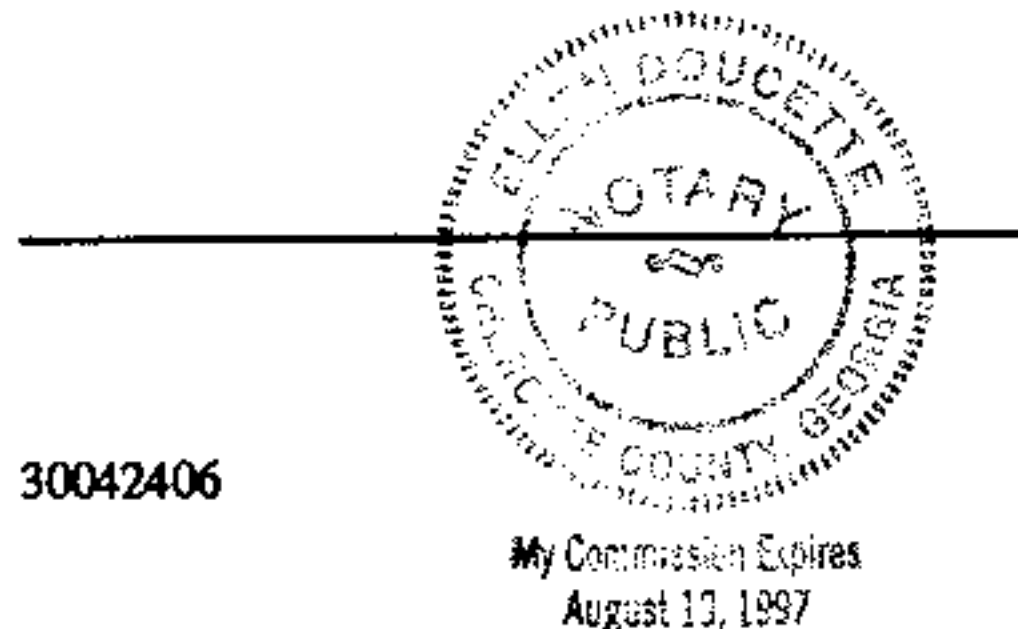


Exhibit "A"
(Brynleigh Estates)

Lots 2, 3, 4, 7, 8, 9, 10, 14, 15, 16, 19, 24, 25, 26, and 29, according to the Survey of Brynleigh Estates, as recorded in Map Book 19, page 139, in the Probate Office of Shelby County, Alabama.

(Ivy Brook)

Lots 37, 41, 42, 44, 82, and 85, according to the Survey of Ivy Brook, Phase Two, First Addition, as recorded in Map Book 19, page 35 in the Probate Office of Shelby County, Alabama.

ALSO:

Lots 45, 47, 50, 57, 58, 58A, 59, 60, and 67, according to the survey of Ivy Brook, Phase Two, Second Addition, as recorded in Map Book 20, page 4, in the Probate Office of Shelby County, Alabama.

ALSO:

Lots 46, 48, 49, 54, 63, and 65, according to the Survey of Ivy Brook, Phase Two, Second Addition, as recorded in Map Book 20, page 4 in the Probate Office of Shelby County, Alabama.

(Heather Ridge)

Lots 10 and 11, according to the Survey of Heather Ridge, as recorded in Map Book 17, page 22 in the Probate Office of Shelby County, Alabama.

ALSO:

Lot 42, according to the Survey of Heather Ridge, First Addition, Phase I, as recorded in Map Book 17, page 123 in the Probate Office of Shelby County, Alabama.

cont...

ALSO:

Lots 50 and 56, according to the Survey of Heather Ridge, First Addition, Phase II, as recorded in Map Book 17, page 124 in the Probate Office of Shelby County, Alabama.

ALSO:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, according to the Survey of Heather Ridge, Second Addition, Phase One, as recorded in Map Book 20, page 22 in the Probate Office of Shelby County, Alabama.

(Summer Brook)

Parcel I:

Lot 1, according to the Survey of Summer Brook Sector Two, as recorded in Map Book 18, page 75, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lots 88, 89, 90, 91, 92, 94, 95, 96, 97, 133, 134, 135, 136 and 137, according to the Survey of Summer Brook Phase Three, as recorded in Map Book 20, page 28, in the Probate Office of Shelby County, Alabama.

(Lenox Place)

Lots 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 37, 38, 40, 41, 42, and 43, according to the Survey of Lenox Place, Phase One, as recorded in Map Book 19, page 44 in the Probate Office of Shelby County, Alabama.

ALSO:

Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 23, 44, 45, 46, 47, 48, 49, 50, 51, 53, and 54, according to the Survey of Lenox Place, Phase Two, as recorded in Map Book 19, page 157 in the Probate Office of Shelby County, Alabama.

cont...

(Undeveloped Oak Meadows & Lincoln Park)

The North 95 feet of Lot 16, Block 2, according to the Survey of Lincoln Park Subdivision, in Shelby County, Alabama, as recorded in Map Book 3, page 145, as recorded in the Probate Office of Shelby County, Alabama being more particularly described as follows: Begin at the NW corner of said Lot 16 and run thence East along the North line of said lot a distance of 80 feet to the Northeast corner thereof; thence run South along the East line of said Lot a distance of 95 feet; thence run West parallel with the South line of said Lot a distance of 80 feet to a point on the West line of said lot thence run North along the West line of said Lot a distance of 95 feet to the point of beginning.

ALSO:

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found locally accepted to be the Northeast corner of said Quarter-Quarter Section, thence run West along the North line of said Quarter-Quarter Section for a distance of 547.05 feet to an iron pin set at the point of beginning; thence turn an angle to the left of 81 degrees 42' 11" and run in a Southwesterly direction for a distance of 346.51 feet to an iron pin found; thence turn an angle to the right of 81 degrees 36' 11" and run in a Westerly direction for a distance of 528.80 feet to an iron pin found; thence turn an angle to the right of 98 degrees 23' 49" and run in a Northeasterly direction for a distance of 20.23 feet to an iron pin set; thence turn an angle to the right of 81 degrees 42' 11" and run in an Easterly direction for a distance of 108.15 feet to an iron pin found; thence turn an angle to the left of 92 degrees 03' 02" and run in a Northerly direction for a distance of 324.00 feet to an iron pin found on the North line of said Quarter-Quarter Section; thence turn an angle to the right of 92 degrees 03' 02" and run in an Easterly direction along the North line of said Quarter-Quarter Section for a distance of 479.33 feet to the point of beginning.

All situated in Shelby County, Alabama.

Also:

Any part of the above described property that is now known as Oak Meadows, 1st Sector, as recorded in Map Book 20, page 71, in the Probate Office of Shelby County, Alabama.

cont...

(Undeveloped Oak Meadows)

Parcel I

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron found locally accepted to be the Southwest corner of said 1/4 - 1/4 Section; thence run North along the West line of said 1/4 - 1/4 Section for a distance of 1,001.32 feet to an iron pin set at the Southwest corner of a Deed recorded in Deed Book 202, page 211, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 92 degrees 03' 02" and run in an Easterly direction along said Deed for a distance of 191.85 feet to an iron pin set; thence turn an angle to the right of 98 degrees 17' 49" and run in a Southwesterly direction for a distance of 20.23 feet to a 1 1/2 " open top iron found at the Southwest corner of a Deed recorded in Deed Book 190, page 114 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 98 degrees 23' 49" and run in an Easterly direction along said Deed for a distance of 528.80 feet to an iron pin set; thence turn an angle to the left of 81 degrees 36' 11" and run in a Northeasterly direction for a distance of 119.45 feet to a 3" open top iron found at the Southwest corner of a Deed recorded in Deed Book 248, page 757 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 79 degrees 56' 17" and run in an Easterly direction along said Deed for a distance of 246.66 feet to a 3" open top iron found; thence turn an angle to the left of 89 degrees 39' 20" and run in a Northerly direction for a distance of 217.16 feet to an iron pin set on the South line of Meadow Brook 6th Sector as recorded in Map Book 8, page 44, in the Office of the Judge of Probate, Shelby County, Alabama, said iron pin set being on the North line of said 1/4 - 1/4 Section; thence turn an angle to the right of 91 degrees 25' 15" and run in an Easterly direction along the North line of said 1/4 - 1/4 Section and also along the South line of said Meadow Brook 6th Sector for a distance of 338.65 feet to a 3" capped iron found locally accepted to be the Northeast corner of said 1/4 - 1/4 Section, also being the Southeast corner of said Meadow Brook 6th Sector; thence turn an angle to the right of 88 degrees 12' 20" and run in a Southerly direction along the East line of said 1/4 - 1/4 Section for a distance of 1,229.81 feet to a 5/8" rebar iron found at the Northeast corner of a Deed recorded in Deed Book 225, page 330, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 92 degrees 10' 34" and run in a Westerly direction along said Deed for a distance of 628.88 feet to a bolt found at the Northwest corner of a Deed recorded in Deed Book 225, page 332, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 92 degrees 20' 02" and run in a Southerly direction along said Deed for a distance of 104.88 feet to a bolt

found on the South line of said 1/4 - 1/4 Section; thence turn an angle to the right of 92 degrees 23' 46" and run in a Westerly direction along the South line of said 1/4 - 1/4 Section for a distance of 692.19 feet to the point of beginning.

Less and except one acre for cemetery.

All situated in Shelby County, Alabama.

ALSO:

Any part of the above described property that is now known as Oak Meadows, 1st Sector, as recorded in Map Book 20, page 71, in the Probate Office of Shelby County, Alabama.

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