

This instrument prepared by:
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This instrument is filed as additional security for that certain Seventh Loan Modification Agreement and Amendment to Loan Documents from Taylor Properties, L.L.C. to Compass Bank filed simultaneously herewith upon which the mortgage tax has been paid.

STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO ACCOMMODATION MORTGAGE

This Amendment to Accommodation Mortgage (this "Amendment") is made as of the 13TH day of March, 1996, and is by and between **THE CREST AT GREYSTONE, INC.**, an Alabama corporation (the "Mortgagor"), Mortgagor, and **COMPASS BANK**, an Alabama state banking corporation (the "Bank"), Mortgagee.

WHEREAS, the Mortgagor executed and delivered that certain Accommodation Mortgage and Security Agreement in favor of the Bank dated December 21, 1995, recorded in the office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 1995-37355 (the "Mortgage"); and

WHEREAS, Mortgagor and the Bank desire to amend the Mortgage by increasing the amount of indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Bank, intending to be legally bound hereby, agree as set forth below.

A M E N D M E N T

1. **Amendment of Mortgage.** The Mortgage is hereby amended as follows:

(a) by deleting the first **WHEREAS** clause in its entirety and substituting in place thereof the following:

"**WHEREAS, TAYLOR PROPERTIES, L.L.C.**, an Alabama limited liability company (hereinafter called the "Borrower"), is justly indebted to Bank on (i) a loan in the principal sum of up to **FOURTEEN MILLION EIGHT HUNDRED EIGHTEEN THOUSAND TWO HUNDRED AND NO/100 (\$14,818,200.00)** (the "Taylor Loan") or so much as may from time to time be disbursed thereunder, as

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ALABAMA Title

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evidenced by a \$6,150,000.00 Promissory Note dated July 15, 1994 (originally from Greystone Ridge, Inc. and as assumed by Borrower and amended pursuant to Loan Modification Agreements of January 18, 1995 and February 1, 1995), a \$1,232,600.00 Promissory Note dated August 18, 1994 (as amended pursuant to Loan Modification Agreement of January 18, 1995), a \$2,533,850.00 Promissory Note dated December 1, 1994 (as amended pursuant to Loan Modification Agreement of January 18, 1995), a \$2,000,000 Promissory Note dated February 23, 1995 (as amended pursuant to that certain Note Modification Agreement dated October 23, 1995), a \$1,321,200 Promissory Note dated May 22, 1995, a \$2,510,000 Promissory Note dated October 23, 1995, and a \$1,988,300 Promissory Note dated March __, 1996, all payable to Bank with interest thereon, on demand or as otherwise provided therein (collectively, the "Taylor Notes") and (ii) a loan (originally borrowed by School House Properties) in the principal sum of up to TWO MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,950,000.00) (the "School House Loan"; together with the Taylor Loan, the "Loan") or so much as may from time to time be disbursed thereunder, as evidenced by a \$3,930,000.00 Promissory Note dated September 11, 1995, payable to Bank with interest thereon, on demand or as otherwise provided therein, as amended by that certain Third Loan Modification Agreement and Mortgage Amendment dated December 21, 1995 (the "School House Note"; together with the Taylor Notes, the "Note"); and"; and

(b) by deleting from the third **WHEREAS** the amount "\$14,082,800.00" and substituting in place thereof the amount "\$14,818,200.00".

2. **Representations and Warranties.** Each and every representation, warranty, covenant and agreement contained in the Mortgage is hereby reaffirmed as of the date hereof. The Mortgagor hereby represents, warrants and certifies to the Bank that no Event of Default nor any condition nor any event that with notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing under any the Mortgage and that the Mortgagor has no offsets or claims against the Bank arising under, related to, or connected with the Mortgage.

3. **Expenses.** The Mortgagor shall pay any recording and all other expenses incurred by the Bank and the Mortgagor in connection with the amendment of the Mortgage and any other transactions contemplated hereby, including, without limitation,

title or other insurance premiums, survey costs, legal expenses, and recording fees and taxes.

4. **Effect of Amendment.** The Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Agreement and, except as expressly set forth herein, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, 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.

MORTGAGOR
(MORTGAGOR, DEBTOR):

WITNESS:

THE CREST AT GREYSTONE, INC.

By: [Signature]
Its: PRESIDENT

BANK
(MORTGAGEE, SECURED PARTY)

WITNESS:

COMPASS BANK

By: [Signature]
Its: Vice President

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a notary public in and for said county in said state, hereby certify that William L. Thornton III, whose name as President of **THE CREST AT GREYSTONE, 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 13TH day of March, 1996.

Mary P. Thornton
Notary Public
My Commission Expires: 5/24/99

[Notarial Seal]

STATE OF ALABAMA

COUNTY OF Jefferson

I, Sue Ailshie, 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**, 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 20th day of MARCH, 1996.

Sue Ailshie
Notary Public
My Commission Expires: 3/23/99

[Notarial Seal]

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