

This instrument prepared by:

Compass Bank  
15 South 20th Street  
Birmingham, Alabama 35233  
Telephone: (205) 933-3000

STATE OF ALABAMA

COUNTY OF SHELBY

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

Inst # 1996-36672

11/05/1996-36672  
08:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 17.00

THIS AMENDMENT to Accommodation Mortgage and Security Agreement (this "Amendment") is made as of the 31st day of October, 1996, 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." In order to induce the Bank to make the Loan (as defined in the Mortgage) or loans to Thornton Construction Company, Inc., an Alabama corporation, Accommodation Mortgagor desires to amend the Mortgage to add the additional property described herein.

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.

*Alabama Title*

## A M E N D M E N T

1. Premises. The property described on **Addendum 1** attached hereto is hereby added to the Mortgaged Property (as defined in the Mortgage) in all respects and to the same extent and as fully as if the property described on Addendum 1 hereto were described on Exhibit A to the Mortgage upon its original recording. Accommodation Mortgagor hereby grants, bargains, sells, aliens and conveys unto Bank, its successors and assigns, the property described on Addendum 1 hereto and all estates, buildings, improvements, fixtures, furniture and personal property of every nature whatsoever now or hereafter owned by the Accommodation Mortgagor and situated on the property described on Addendum 1 hereto or used or intended to be used in connection with or with the operation of said property, buildings or other improvements, in all respects as if set forth in the Mortgage and to the same extent and as fully as if the property described on Addendum 1 hereto were described on Exhibit A to the Mortgage upon its original recording.

2. No Release. This Amendment is intended to add the property described on Addendum 1 hereto to the property granted and conveyed by the Mortgage. This Amendment in no way releases from the lien of the Mortgage all or any portion of the real property described therein.

3. Reaffirmation of Representations and Warranties. Each representation and warranty contained in the Mortgage is hereby reaffirmed as of the date hereof, and the Accommodation Mortgagor hereby makes each representation and warranty contained in the Mortgage as to the real and personal property granted and conveyed to the Bank hereby as fully as if the real property described on Addendum 1 hereto were described on Exhibit A to the Mortgage upon its original recording.

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

5. 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:

  

---

ACCOMMODATION MORTGAGOR  
(MORTGAGOR, DEBTOR):

GREYSTONE LANDS, INC.,  
an Alabama corporation

By: 

Gary R. Dent  
Its President

BANK (MORTGAGEE, SECURED PARTY):

WITNESS:

COMPASS BANK

By: [Signature]  
Its: Real Estate Officer

STATE OF ALABAMA

COUNTY OF Jefferson

I, See A. Ishie, 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 31st day of October, 1996.

See A. Ishie  
Notary Public  
My Commission Expires: 3/23/99

[ Notarial Seal ]

STATE OF ALABAMA

COUNTY OF Jefferson

I, See A. Ishie, a notary public in and for said county in said state, hereby certify that Travis G. 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, 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 31st day of October, 1996.

See A. Ishie  
Notary Public  
My Commission Expires: 3/23/99

[ Notarial Seal ]

Addendum 1

Lot 3, according to the 2nd Amended Plat of Amended Plat of The Brae Sector of Greystone Farms as recorded in Map Book 19, Page 141 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 28, according to the Amended Map of Greystone Village, Phase II, as recorded in Map Book 19, page 13 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 30 and 38, according to the Final Record Plat of Greystone Farms, Mill Creek Sector, Phase 2, as recorded in Map Book 21, Page 21 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Inst # 1996-36672

11/05/1996-36672  
08:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 17.00