

This Instrument Prepared by:

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Inst # 1998-39624

STATE OF ALABAMA

10/09/1998-39624

SHELBY COUNTY

10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

004 CRH 17.00

AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT

THIS AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT is entered into as of the 18th day of September, 1998, by and between **COMPASS BANK**, an Alabama banking corporation ("Lender"), and **EQUINE PARTNERS, L.L.C.**, an Alabama limited liability company ("Accommodation Mortgagor").

WITNESSETH:

WHEREAS, on June 29, 1998, in connection with a loan from Lender to Accommodation Mortgagor and in connection with a \$5,175,000 loan (the "Loan") from Lender to **Greystone Farms North, L.L.C.** ("Borrower"), Accommodation Mortgagor executed an Accommodation Mortgage and Security Agreement, which was recorded as Instrument #1998-27119 in the Office of the Judge of Probate of Shelby County, Alabama (the "Accommodation Mortgage"), to secure the loan; and

WHEREAS, Borrower has requested that Lender make an additional loan to Borrower in the amount of \$720,000 (the "New Loan") for the purpose of developing certain real property located in Shelby County into a residential subdivision; and

WHEREAS, Lender has agreed to extend the New Loan upon the condition that Accommodation Mortgagor amend the Accommodation Mortgage to secure the New Loan.

This Amendment to Accommodation Mortgage and Security Agreement is filed as additional security for the indebtedness secured by that Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement recorded as Instrument #1996-38580 in the Office of the Judge of Probate of Shelby County, Alabama, as amended pursuant to that certain First Loan Modification Agreement and Mortgage Amendment recorded as Instrument #1997-10185 in said Probate Office and that certain Second Loan Modification Agreement and Mortgage Amendment recorded contemporaneously herewith, upon which the mortgage recording tax has been paid.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Accommodation Mortgagor hereby agree as follows:

A. Amendment to Accommodation Mortgage.

1. On page one, the first "Whereas" clause shall be deleted in its entirety and the following substituted in place thereof:

"WHEREAS, GREYSTONE FARMS NORTH, L.L.C., an Alabama limited liability company (hereinafter called the "Borrower"), is justly indebted to Bank on a loan in the principal sum of up to FIVE MILLION EIGHT HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$5,895,000.00) (the "Loan") or so much as may from time to time be disbursed thereunder, as evidenced by a \$3,250,000 Promissory Note dated November 20, 1996, a \$1,925,000 Promissory Note dated March 27, 1997 and a \$720,000 Promissory Note dated September 18, 1998, each payable to Bank (Bank and any subsequent holder of this Mortgage being referred to herein as "Lender") with interest thereon and as provided therein (collectively, the "Note"); and"

2. On page one, in the second "Whereas" clause, the amount "\$5,175,000.00" is deleted and the amount "\$5,895,000.00" is inserted in lieu thereof and the term "GFN Notes" is deleted and the term "Note" is inserted in lieu thereof.

3. The Accommodation Mortgage, as amended above, is hereby restated, republished and affirmed by Borrower in its entirety, including without limitation, each and every representation, warranty, covenant and agreement made by Borrower therein.

B. Expenses. Accommodation Mortgagor shall pay any recording and all other expenses incurred by Lender and Accommodation Mortgagor in connection with the amendment of the Accommodation Mortgage and any other transactions contemplated hereby, including without limitation, title or other insurance premiums, survey costs, legal expenses, and recording fees and taxes.

C. Severability. In case any one or more of the covenants, agreements, terms or provisions contained in this Amendment shall be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining covenants, agreements, terms or provisions contained herein shall in no way be prejudiced, diminished or otherwise affected thereby.

IN WITNESS WHEREOF, the parties have hereunto caused this Amendment to be duly and properly executed as of the date first set forth above.

ACCOMMODATION MORTGAGOR:

EQUINE PARTNERS, L.L.C.

By: Tyrol, Inc.
Its: Member

WITNESS:

By:



Michael D. Fuller
Its President

LENDER:

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 Michael D. Fuller, as President of Tyrol, Inc., an Alabama corporation, as Member of **EQUINE PARTNERS, L.L.C.**, 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 acting in its capacity as member as aforesaid.

Given under my hand and official seal this 18th day of September, 1998.

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

[Notarial Seal]

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a notary public in and for said county in said state, hereby certify that Travis G. McKay, 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 18th day of September, 1998.

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

[Notarial Seal]

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