

This instrument prepared by:

Shelia Banks  
Compass Bank  
15 South 20<sup>th</sup> Street  
Birmingham, Alabama 35233  
Telephone: (205) 933-3000

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 14th day of May, 2002, 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.

## 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 Mortgage 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 Mortgage 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

By:   
Gary R. Dent  
Its: President

WITNESS:

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BANK (MORTGAGEE, SECURED PARTY):

WITNESS:

COMPASS BANK

By: 


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 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 May, 2002.

  
Notary Public

[Notarial Seal]


My Commission Expires: 11-27-02

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said county in said state, hereby certify that J. Jeff Schneider, whose name as Vice President 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 14th day of May, 2002.

  
Notary Public

[Notarial Seal]

My Commission Expires: 11-27-02

## **ADDENDUM**

Lot 36, according to the Amended Map of Narrows Creek, recorded in Map book 27 page 81, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 2, 90 & 91, according to the Final Plat of Narrows Point, Phase 3, recorded as Map Book 28 page 120 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 67, 68, 69 & 70, according to the amended plat of the Final Record Plat of Narrows Reach as recorded in Map Book 27 page 11 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

All being situated in Shelby County, Alabama.



STATE OF ALABAMA

COUNTY OF SHELBY

**LIEN WAIVER AND INDEMNITY**

**Preamble**

Thornton Construction Company, Inc., a corporation ("Contractor") has agreed to perform certain work for, in or upon land in Shelby County, Alabama, owned or to be owned by Greystone Land, Inc. ("Owner") (the "Property"), on which single family residences and other buildings and improvements and on-site and off-site improvements are to be constructed, furnished and installed (collectively, the "Project"). Pursuant to such agreement, Contractor has and/or will furnish labor and materials and has and/or will perform construction and other work on the Property, for which Owner does and/or will owe Contractor.

Compass Bank, Birmingham, Alabama ("Bank"), has entered into a Master Construction Loan Agreement (the "Loan Agreement") and other loan documents executed or to be executed by and between Bank and Contractor relating to a revolving loan to Contractor in the principal amount of up to \$15,000,000.00, a portion of which sum may be used to pay Contractor the amount or portions of the amount owed the Contractor for such labor and materials and construction and other work. The Loan Agreement requires, among other things, that Bank obtain a first mortgage lien on the Property and the Project and be entitled to priority, to the extent of Bank's interest, over any claim or lien of Contractor for the entire principal amount plus interest, future advances, expenses and charges, all as set forth in the Accommodation Mortgage and Security Agreement from Greystone Ridge Partnership (the "Partnership") to Bank, said mortgage having been subsequently amended pursuant to various amendment agreements between Bank and the Partnership and further, having been assumed by Greystone Ridge, Inc. pursuant to that certain Assumption Agreement between Bank, Greystone Ridge, Inc., the Partnership and other parties and further, having been assumed by Owner pursuant to that certain Assumption Agreement between Bank, Owner, Greystone Ridge, Inc. and other parties, all of the foregoing as recorded or to be recorded in the real estate records of Shelby County, Alabama (the "Mortgage").

**NOW, THEREFORE,** for and in consideration of the premises and in order to induce the Bank to make advances to Contractor under the Loan Agreement and other loan documents, Contractor agrees as follows:

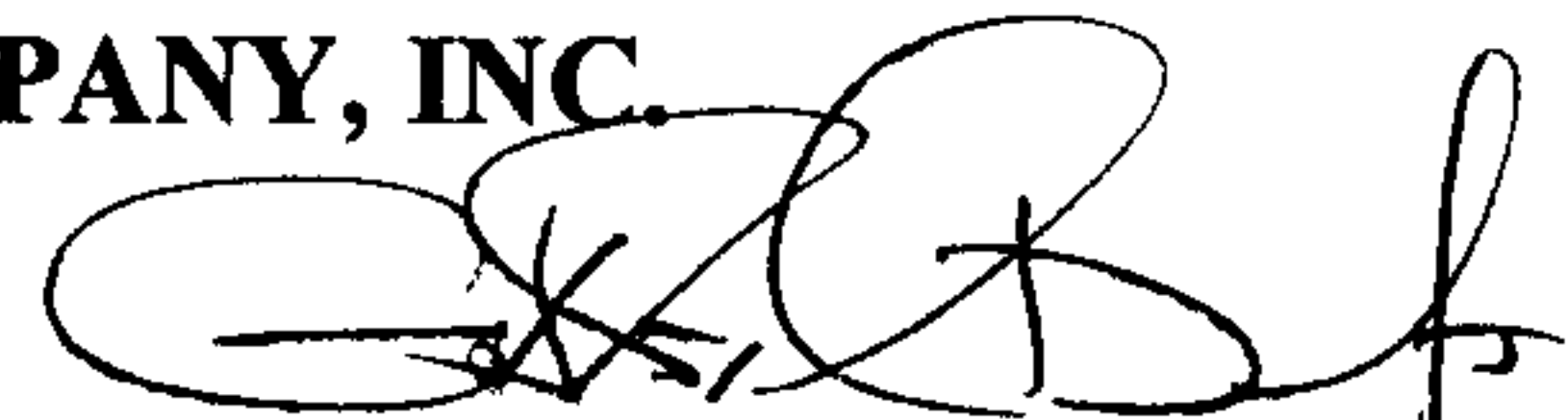
1. Contractor hereby waives any and all lien or claim of, or right to, lien relating to mechanic's and materialmen's liens and otherwise with respect to and on the Property and Project, resulting from or attributable to the services, work and material which have been and may in the future be furnished, performed or provided by Contractor or others for Contractor to the claim, lien or interest of Bank, its said successors and assigns, to the extent of the interest of Bank, its successors and assigns, arising out of or related to the Loan, the Mortgage or other Loan Documents.

2. Contractor hereby agrees, to the extent of the interest of Bank, and Bank's successors and assigns, arising out of or related to the Loan, the Mortgage, or other loan documents, to indemnify and hold Bank, and Bank's successors and assigns, harmless from any and all claims, suits, or actions, liens or claim of, or right to, liens by Contractor, any subcontractor or employee of Contractor or any subcontractor relating to mechanic's and materialmen's liens or otherwise which would have priority over the claim, lien or interest of Bank or Bank's successors and assigns.
3. This Agreement will not inure to or otherwise benefit any third party except the successors and assigns of Bank and First American Title Insurance Company or any other title insurance company providing Mortgagee's title insurance on the Property and the Project.

**IN WITNESS WHEREOF**, Contractor has caused this Agreement to be executed and delivered to bank as of the 14th day of May, 2002.

**CONTRACTOR:**

**THORNTON CONSTRUCTION  
COMPANY, INC.**

By:   
Its: DESIGN


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 **THORNTON CONSTRUCTION COMPANY, 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 May, 2002.

[Notarial Seal]

  
Notary Public  
My Commission Expires: 11-27-02