

This instrument amends the mortgage described herein upon which the mortgage recording tax has been paid. This instrument adds additional property under the Mortgage and increases the maximum amount of principal indebtedness secured by the mortgage but as of the date of recording this instrument, no additional indebtedness is outstanding hereunder.

This Instrument Prepared by:

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STATE OF ALABAMA

SHELBY COUNTY

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE is entered into as of the 14 day of October, 2002, by and between **COMPASS BANK**, an Alabama banking corporation ("Lender"), and **TOWN BUILDERS, INC.**, an Alabama corporation ("Borrower").

WITNESSETH:

WHEREAS, on March 23, 2001, in connection with a \$3,000,000 loan (the "Original Loan") from Lender to Borrower, Borrower executed a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement, which was recorded as Instrument #2001-11235 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), to secure the Original Loan; and

WHEREAS, Borrower has requested that Lender agree to an increase in the maximum principal amount of such loan and advance additional funds in the amount of \$2,000,000 (together with the Original Loan, the "Loan"); and

WHEREAS, in order to induce the Lender to make the Loan to Borrower, Borrower desires to amend the Mortgage to add the additional property described herein; and

WHEREAS, Lender has agreed to such increase subject to the terms and conditions set forth in this Agreement and other Loan Documents (as defined in the Mortgage).

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 Borrower hereby agree as follows:

A. Amendment to Mortgage.

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

"**WHEREAS**, Borrower is justly indebted to Bank on a loan in the principal sum of up to FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) (the "Loan") or so much as may from time to time be disbursed thereunder, as evidenced by a Revolving Promissory Note dated March 23, 2001, as amended by a Note Modification Agreement dated Oct 14, 2002, payable to Bank with interest thereon and as provided therein (the "Note"); and

2. 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. Borrower hereby grants, bargains, sells, aliens and conveys unto Lender, 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 Borrower 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.

3. 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.

4. The 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.

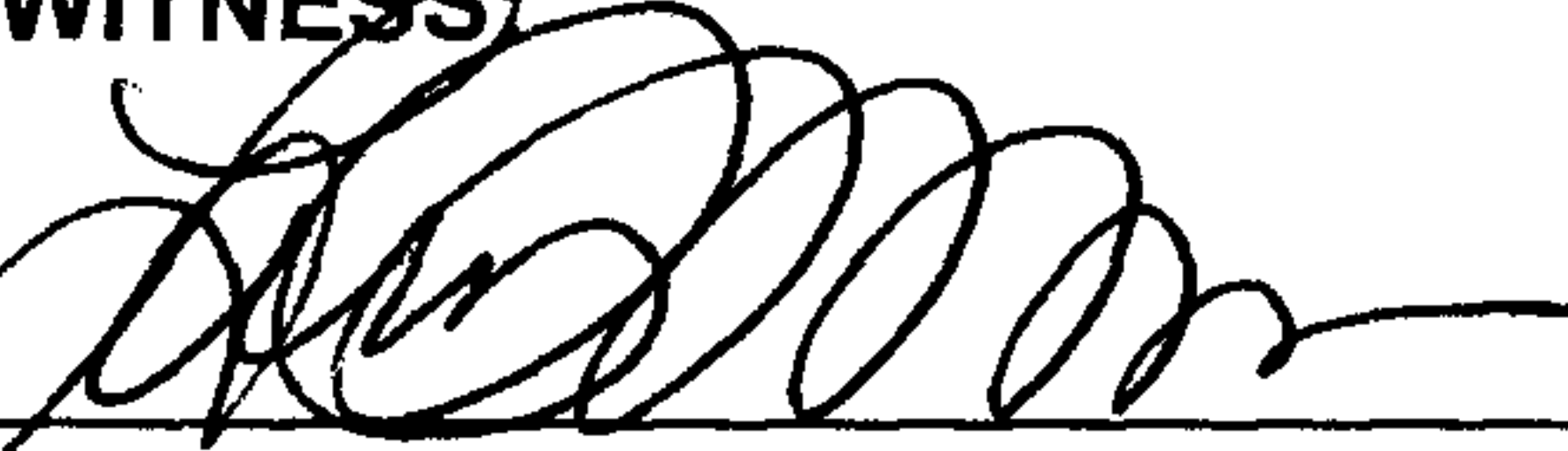
B. Expenses. Borrower shall pay any recording and all other expenses incurred by Lender and Borrower in connection with the amendment of the Mortgage and any other transactions contemplated hereby, including without limitation, title or other insurance premiums, survey costs, legal expenses, and recording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

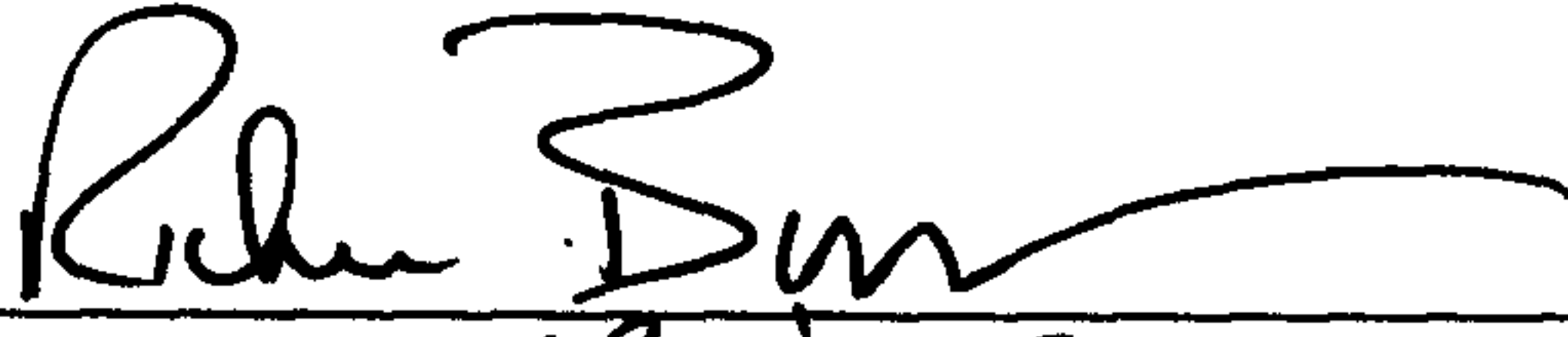
C. Severability. In case any one or more of the covenants, agreements, terms or provisions contained in this Amendment shall be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining covenants, agreements, terms or provisions contained herein shall in no way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

BORROWER:

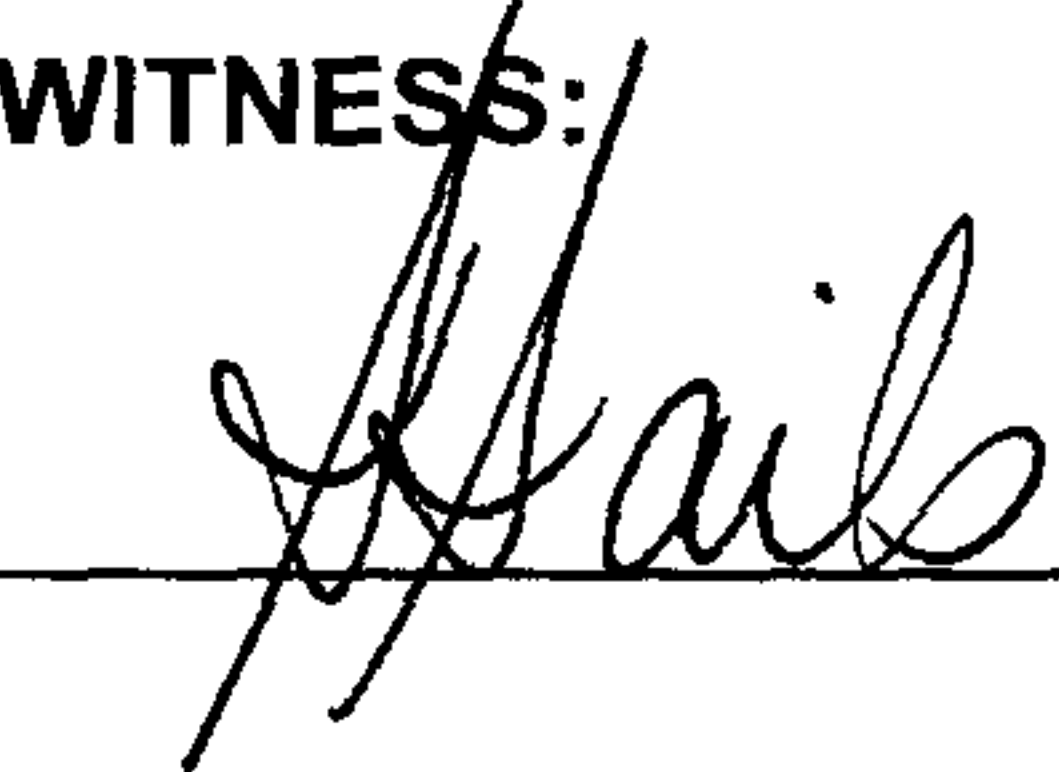
TOWN BUILDERS, INC.

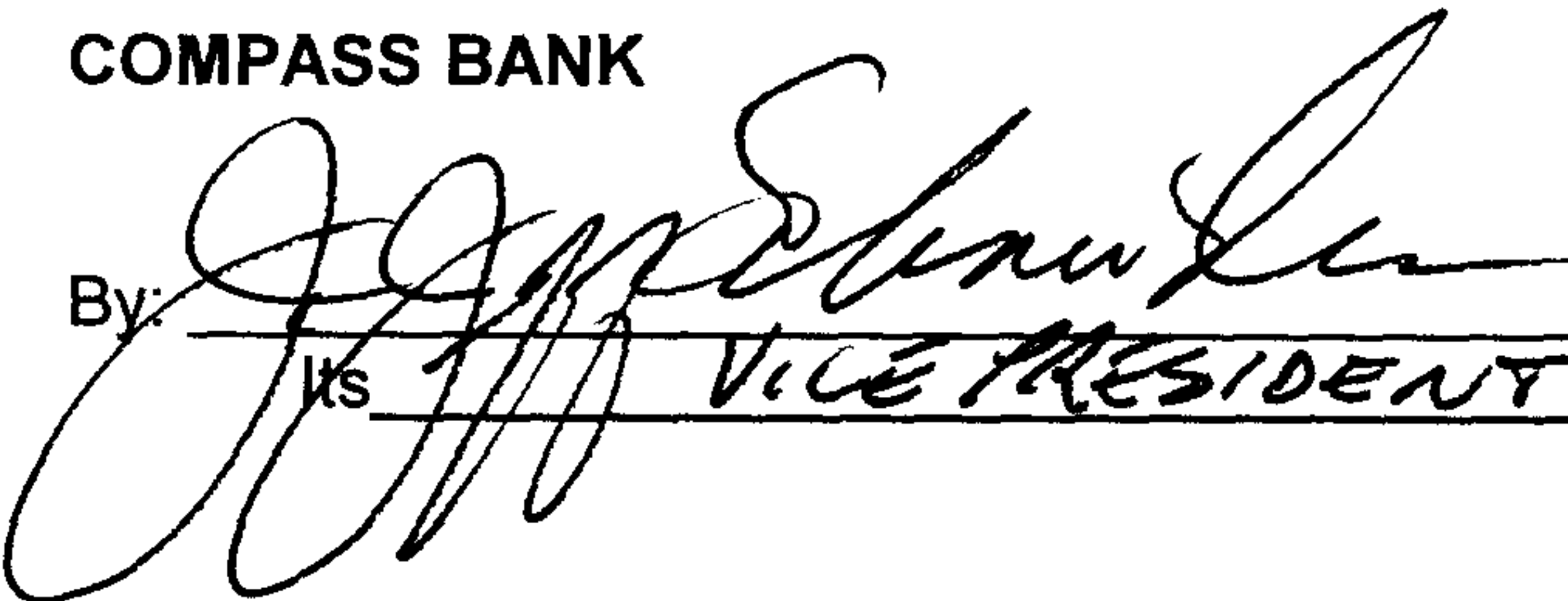
WITNESS: 

By: 
Its VP & CFO

LENDER:

COMPASS BANK

WITNESS: 

By: 
Its VICE PRESIDENT

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a notary public in and for said county in said state, hereby certify that Richard Bonnell, as V.P. of **Town Builders, 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, (s)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 8th day of Oct, 2002.

[Notarial Seal]

[Signature]
Notary Public MY COMMISSION EXPIRES SEPTEMBER 1, 2003
My Commission Expires: _____

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**, 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, (s)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 25th day of October, 2002.

[Notarial Seal]

[Signature]
Notary Public
My Commission Expires: May 12, 2006

Addendum 1

Description of Additional Property

Lot 12-01, Block 12 and Lot 13-04, Block 13, according to the survey of Mt. Laurel, Phase IB, as recorded in Map Book 28, page 69, in the Probate Office of Shelby County, Alabama; Lots 10-01, 10-07 to 10-12, inclusive, all in Block 10; Lots 11-01 to 11-30, inclusive, all in Block 11; Lots 12-02, 12-04 to Lots 12-17, inclusive, all in Block 12; Lots 13-05 to 13-10, inclusive, all in Block 13; Lots 14-01 to 14-02, both in Block 14, according to the survey of Mt. Laurel, Phase II, as recorded in Map Book 30, page 10 in the Probate Office of Shelby County, Alabama.

Exhibit A

Lot 12-01, Block 12 and Lot 13-04, Block 13, according to the survey of Mt. Laurel, Phase IB, as recorded in Map Book 28, page 69, in the Probate Office of Shelby County, Alabama; Lots 10-01, 10-07 to 10-12, inclusive, all in Block 10; Lots 11-01 to 11-30, inclusive, all in Block 11; Lots 12-02, 12-04 to Lots 12-17, inclusive, all in Block 12; Lots 13-05 to 13-10, inclusive, all in Block 13; Lots 14-01 to 14-02, both in Block 14, according to the survey of Mt. Laurel, Phase II, as recorded in Map Book 30, page 10 in the Probate Office of Shelby County, Alabama.