



STATE OF ALABAMA)
COUNTY OF SHELBY)

THIRD AMENDMENT TO MORTGAGE

THIS THIRD AMENDMENT TO MORTGAGE ("this Amendment") dated as of February 7, 2003 (the "Effective Date") is entered into by **WATERFORD, L.L.C.**, an Alabama limited liability company, and **SHELBY SPRINGS STOCK FARMS, INC.**, an Alabama limited liability company (collectively, the AMortgagor@), and **NATIONAL BANK OF COMMERCE OF BIRMINGHAM**, a national banking association (the "Lender").

Recitals

A. The Mortgagor has heretofore executed a certain Accommodation Mortgage dated December 6, 1999 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument # 1999/50198 in favor of the Lender, as amended by that certain First Amendment to Mortgage dated July 14, 2000 recorded with the Judge of Probate of Shelby County, Alabama in Instrument # 2000/26364, as amended by that certain Second Amendment to Mortgage dated April 11, 2002 recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20020509000218410. (the "Mortgage").

B. The Mortgage secures (among other things) (i) a certain loan made by the Lender to Waterford, L.L.C. (the Borrower) in the maximum principal amount of \$2,628,400 (the "Original Loan"), which Original Loan is evidenced by that certain Amended and Restated Master Note - Commercial Loans dated January 31, 2002 executed by the Borrower in favor of the Lender in said maximum principal amount, and (ii) two additional loans made by the Lender to the Borrower, each in the principal amount of \$240,000 (the "2002 Loans"), which 2002 Loans are evidenced by those certain Master Note - Commercial Loans dated April 11, 2002 in said principal amounts.

C. The Mortgagor has requested the Lender to extend certain additional indebtedness to the borrower (collectively with the Existing Loan and the 2002 Loans, the "Loan"), which the Lender has agreed to do, upon the condition that, among other things, the Mortgagor execute this Amendment in order to reflect that the Mortgage shall secure the repayment of the Loan.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Mortgagor and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage.

2. From and after the Effective Date, the second paragraph on page 1 of the Mortgage shall be, and it is hereby, replaced in its entirety with the following:

WHEREAS, Waterford, L.L.C., is justly indebted to the Mortgagee in the amounts of (a) Two Million Six Hundred Twenty-Eight Thousand Four Hundred and No/100 Dollars (\$2,628,400.00) as evidenced by that certain Amended and Restated Master Note - Commercial Loans dated January 31, 2002 which bears interest as provided therein, (b) Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) (for townhomes) as evidenced by that certain Master Note - Commercial Loans dated April 11, 2002, which bears interest as provided therein, (c) Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) (for 60' lots) as evidenced by that certain Master Note - Commercial Loans dated April 11, 2002, which bears interest as provided therein, (d) Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) (Phase IV) as evidenced by that certain Master Note - Commercial Loans dated February 7, 2003, which bears interest as provided therein.


3. Exhibit B of the Mortgage is hereby amended by replacing the list of Credit Documents contained therein with the list of Credit Documents set forth in Revised Exhibit B attached hereto and made a part hereof.

4. In order to induce the Lender to enter into this Amendment, the Mortgagor hereby represents and warrants that all the representations and warranties set forth in the Mortgage and each of the Credit Documents are true and correct as of the date of this Amendment and as of the date of execution hereof; and no event of default under the Mortgage has occurred and is continuing.


5. Except as hereby expressly modified and amended the Mortgage and the Assignment shall remain in full force and effect in accordance with its terms. This Amendment is not intended to be or create, nor shall it be construed as, a novation or an accord and satisfaction of the debts secured by the Mortgage and the Assignment.

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its duly authorized officer or member, as the case may be, all as of the Effective Date first set forth above.

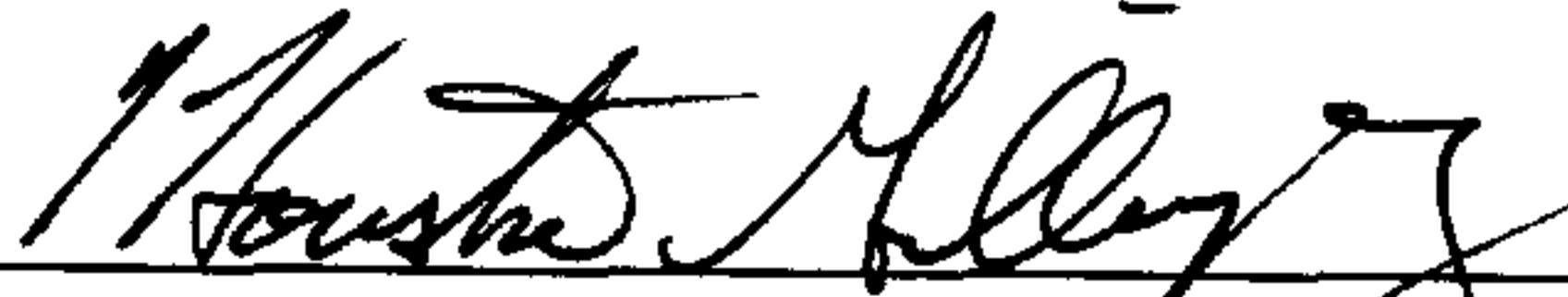
WATERFORD, L.L.C.

By: 
John G. Reamer, Jr., Its Member

SHELBY SPRINGS STOCK FARMS, INC.

By: 
John G. Reamer, Jr., Its President

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

By: 
C. Houston Gillespy, Its Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John G. Reamer, Jr., whose name as a member of Waterford, L.L.C., an Alabama limited liability company, 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 said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 7 day of February, 2003.

Stephanie R Snider

Notary Public

[AFFIX SEAL]

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 1, 2004
FOUNDED 1787 BY JAMES H. HUNTER

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John G. Reamer, Jr., whose name as President of Shelby Springs Stock Farms, Inc., an Alabama 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 said 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 7 day of February, 2003.

Stephanie R Snider

Notary Public

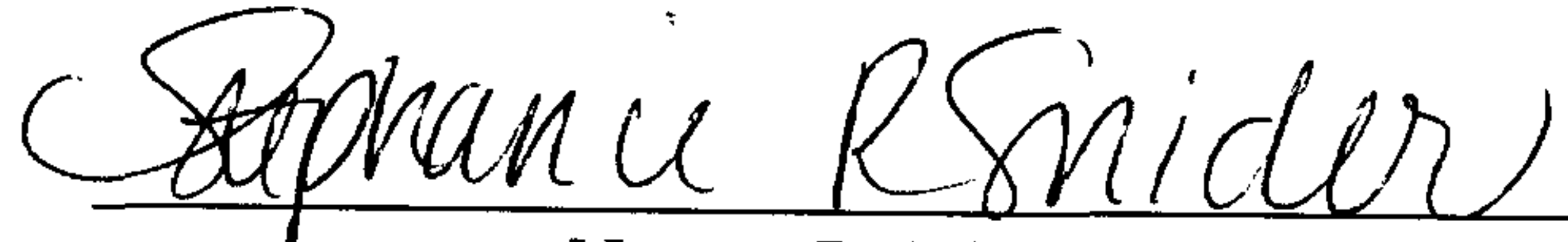
[AFFIX SEAL]

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 1, 2004
FOUNDED 1787 BY JAMES H. HUNTER

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that C. Houston Gillespy, whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this 7 day of February, 2003.



Notary Public

[AFFIX SEAL]

My Commission Expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 1, 2004
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS**

This instrument was prepared by:
Gregory K. Mixon
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2618

REVISED EXHIBIT B

(Revised Schedule of Credit Documents)

The "**Credit Documents**" referred to in this Agreement include the following:

1. Amended and Restated Credit Agreement dated July 14, 2000 executed by the Borrower and the Lender, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated January 31, 2002, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement and Other Credit Documents dated April 11, 2002, as further amended by that certain Third Amendment to Amended and Restated Credit Agreement and Other Credit Documents dated February 7, 2003.
2. Amended and Restated Master Note (Renewal) dated January 31, 2002 in the principal amount of Two Million Six Hundred Twenty Eight Thousand Four Hundred and No/100 Dollars (\$2,628,400) executed by the Borrower in favor of the Lender.
3. Master Note - Commercial Loans (for townhomes) dated April 11, 2002 in the principal amount of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) executed by the Borrower in favor of the Lender.
4. Master Note - Commercial Loans (for 60= lots) dated April 11, 2002 in the principal amount of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) executed by the Borrower in favor of the Lender.
5. Master Note - Commercial Loans (Phase IV) dated of even date herewith in the principal amount of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) executed by the Borrower in favor of the Lender.
6. Accommodation Mortgage dated December 6, 1999 executed by the Borrower in favor of the Lender, as amended by that certain First Amendment thereto dated July 14, 2000, as further amended by that certain Second Amendment thereto dated April 11, 2002, as further amended by that certain Third Amendment thereto dated February 7, 2003.
7. Environmental Indemnity Agreement dated July 14, 2000 executed by the Borrower, Shelby Springs Stock Farms, Inc. and John G. Reamer, Jr. in favor of the Lender as amended by that certain First Amendment to Amended and Restated Credit Agreement dated January 31, 2002, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement and Other Credit Documents dated April 11, 2002, as further amended by that certain Third Amendment to Amended and Restated Credit Agreement and Other Credit Documents dated February 7, 2003.

8. Amended and Restated Guaranty Agreement dated July 14, 2000 executed by John G. Reamer, Jr. in favor of the Lender, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated January 31, 2002, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement and Other Credit Documents dated April 11, 2002, as further amended by that certain Third Amendment to Amended and Restated Credit Agreement and Other Credit Documents dated February 7, 2003.