

This instrument prepared by:
J. Keith Windle
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2104

STATE OF ALABAMA

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COUNTY OF SHELBY

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**SECOND AMENDMENT TO ACCOMMODATION MORTGAGE
AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of the ___ day of June, 2003, by and between **CALDWELL MILL, LLP**, an Alabama registered limited liability partnership ("Mortgagor"), and **FIRST COMMERCIAL BANK**, an Alabama banking corporation ("Mortgagee").

RECITALS:

A. Pursuant to that certain Master Construction Loan Agreement (the "Loan Agreement") dated January 16, 2002, between Mortgagee and Gibson & Anderson Construction, Inc., an Alabama corporation (the "Borrower"), Mortgagee agreed to make available to Borrower a construction loan line of credit (the "Loan") in the amount of \$2,500,000.00 to be used to fund the cost of constructing houses on lots located in Phase I of the Caldwell Crossings subdivision in Shelby County, Alabama.

B. The Loan is evidenced by a Master Note (the "Note") dated January 16, 2002 in the original maximum principal amount of \$2,500,000.00, executed by Borrower in favor of Mortgagee. Borrower and Mortgagee entered into that certain Note Modification Agreement dated as of January 15, 2003 (the "Note Modification") pursuant to which the maximum principal balance of the Note was increased by Two Hundred Fifty Thousand Dollars (\$250,000.00) to Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00). Simultaneously with the execution of the Note Modification, Borrower and Lender entered into that certain First Amendment to Master Construction Loan Agreement dated as of January 15, 2003, pursuant to which the Loan Agreement was modified to reflect such increase in the Note, among other things.

C. As security for the Note, Mortgagor executed in favor of Mortgagee that certain Accommodation Mortgage and Security Agreement (the "Mortgage") dated January 16, 2002 and recorded in the Probate Office of Shelby County, Alabama as Instrument #2002-03467.

D. The Mortgage was amended by that certain First Amendment to Mortgage and Security Agreement dated as of January 15, 2003 and recorded in the Probate Office as Instrument #20030124000044080, pursuant to which twenty-one (21) lots were made subject to the Mortgage.

E. Borrower desires to utilize proceeds of the Loan to construct houses on thirty-three (33) additional lots (the "Additional Lots") located in Phase II of Caldwell Crossings subdivision.

F. Mortgagee holds a first mortgage on the Additional Lots, among other property, pursuant to that certain Mortgage and Security Agreement dated March 29, 2002, executed by Mortgagor in favor of Mortgagee and recorded as Instrument #2002-14866 in the Probate Office of Shelby County, Alabama, as amended by that certain First Amendment to Mortgage and Security Agreement dated December 30, 2002, executed by Mortgagor and Mortgagee and recorded as Instrument #20021230000653000 in the Probate Office, as further amended by that certain Second Amendment to Mortgage and Security Agreement dated April 30, 2003, executed by Mortgagor and Mortgagee and recorded as Instrument #20030508000285620 in the Probate Office (as so amended, the "First Mortgage").

G. Mortgagor and Mortgagee desire to amend the Mortgage so that the Additional Lots will be included as property subject to the Mortgage and, as a result, the Mortgage, as so amended, will provide Mortgagee with a second priority mortgage on the Additional Lots as collateral for the Loan.

H. Mortgagor has requested Mortgagee to modify certain terms of the Mortgage and Mortgagee has agreed to such modifications on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee do hereby agree as follows:

1. The following real property is hereby added to Schedule A to the Mortgage, and accordingly, the Real Estate, as defined in the Mortgage, shall hereafter include such property:

Lots 31, 32, 33, 39, 40, 44, 45, 137, 139, 141, 142, 143, 144, 149, 150, 153, 154, 159, 160, 164, 165, 166, 170, 171, 172, 175, and 176, according to the survey of Phase Two Caldwell Crossings 2nd Sector as recorded in Map Book 31, Page 31, in the Probate Office of Shelby County, Alabama.

Lots 127, 128, 129, 130, 132 and 136, according to the survey of Phase Three Caldwell Crossings 2nd Sector, as recorded in Map Book 31, Page 32, in the Probate Office of Shelby County, Alabama.

2. The following permitted encumbrances are hereby added to Schedule B of the Mortgage solely with respect to the lots described in Section 1 of this Amendment:

a. Taxes for the year 2003 and subsequent years.

- b. Right-of-way granted to Shelby County recorded in Volume 233, Page 700, Volume 216, Page 29 and Volume 282, Page 115.
 - c. Right-of-way granted to Alabama Power Company recorded in Real Volume 142, Page 148.
 - d. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto and release of damages as recorded in Instrument No. 2000-14348 and Instrument No. 2000-43395.
 - e. Right-of-way granted to the City of Hoover recorded in Instrument No. 2000-40742, Instrument No. 2000-40741 and Instrument No. 2000-25988.
 - f. Easement(s), building line and restrictions as shown on recorded map.
 - g. Restrictions and covenants appearing of record in Instrument No. 2002-02381, Instrument No. 2002-0711000320730 and Instrument No 2002-1209000613570.
3. The Mortgage, as amended hereby, shall remain subordinate in all respects to the First Mortgage as the First Mortgage has been amended as provided in the Recitals to this Amendment.
4. Mortgagor and Mortgagee agree that all other terms of the Mortgage shall remain in full force and effect.

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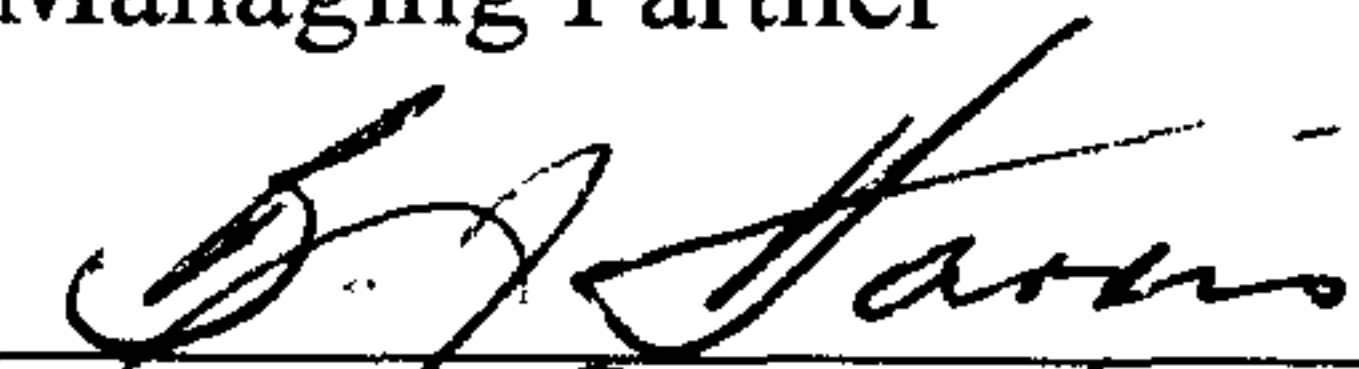
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorize partners or officers, as applicable, as of day and year first above written.

MORTGAGOR:

CALDWELL MILL, LLP

By: Harbar Construction Company, Inc.

Its: Managing Partner


By: 

Name: B.J. HARRIS

Its: President

MORTGAGEE:

FIRST COMMERCIAL BANK

By: 

Name: Paul M. Schabacker

Its: First 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 B.T. Harris, whose name as President of Harbar Construction Company, Inc., an Alabama corporation, as managing partner of Caldwell Mill, LLP, an Alabama registered limited liability partnership, 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 the 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 such managing partner, for and as the act of said registered limited liability partnership.

Given under my hand and official seal, this the 19th day of June, 2003.

Alicia H. Ray
Notary Public

My Commission expires: 3/19/04

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: March 19, 2004
Alicia H. Ray

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Schabacker, whose name as First Vice President of First Commercial Bank, an Alabama 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 the 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 the 19th day of June, 2003.

S

Rebecca A. Sepley
Notary Public

My Commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 21, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS