

*This instrument was prepared by: Dinah Walker
SouthTrust Bank
110 Office Park Drive, Ste 105
Birmingham, Alabama 35223
Attention: Residential Lending*

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This Amendment to Mortgage and Security Agreement is entered into on April 2, 2004.

THE NARROWS II, INC., an Alabama corporation ("Grantor") has made and delivered to **SOUTHTRUST BANK**, an Alabama banking corporation ("Bank"), a Mortgage and Security Agreement ("Mortgage") dated February 24, 2004, recorded in Instrument number 20040311000125760, with the Judge of Probate of Shelby County, Alabama in order to secure a Promissory Note from Thornton Construction Company, Inc. ("Borrower") dated February 24, 2004 (as the same may hereafter be extended, renewed, amended, or modified, the "Note") evidencing a revolving loan in the principal amount of up to Ten Million and No/100 Dollars (\$10,000,000.00) outstanding from time to time, interest thereon and certain other indebtedness and obligations of Borrower and Grantor (or either of them) from time to time owing to Bank.

Grantor has requested that the Mortgage be amended to add additional property, and Bank has consented to amend the Mortgage to do so.

NOW, THEREFORE, in consideration of the above provisions, and in further consideration of the mutual covenants contained in this Amendment, the parties agree as follows:

1. Amendments to Mortgage. The Mortgage is amended as follows:

Exhibit A to the Mortgage is amended by adding the real property described in Exhibit A hereto with the same effect as if such property were described in Exhibit A to the original Mortgage, including, without limitation, all improvements now existing or hereafter constructed or located thereat, all appurtenances and all tangible and intangible personal property relating thereto (collectively, the "Added Property"). Grantor hereby grants, bargains, sells, conveys, mortgages and assigns the Added Property to Bank, subject to the terms and conditions of the Mortgage.

2. Continued Effectiveness of Documents. In all other respects the Mortgage shall remain unchanged and in full force and effect, and Grantor affirms that it has no offsets or defenses to its obligations pursuant to the Mortgage or other documents executed in connection therewith.

* * *

Caroba Title, Inc.

IN WITNESS OF THESE AMENDMENTS, the parties have executed this Amendment as of the date appearing as of the first page of this Amendment.

GRANTOR:

THE NARROWS II, INC.,
an Alabama corporation

BY: Mary Thornton Taylor
Its: 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 Mary Thornton Taylor whose name as Vice President of The Narrows II, 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 the 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 2 day of April, 2004.

Rocket D. Cannon

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: July 24, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[NOTARY SEAL]

The undersigned hereby consents to the Amendment and certifies that the total additional principal advances to be made secured by the Mortgage are \$ 2,247,780.00 and mortgage recording taxes are paid based on such amount.

SOUTHTRUST BANK

BY:

Its



Assistant Vice President

EXHIBIT A

Lots 41, 73, 97, and 102, according to the Final Record Plat of Narrows Peak Sector, as recorded in Map Book 31, Page 125 A & B, in the Probate Office of Shelby County, Alabama.

Lots 47, 48, 49, 50, 93, 94, 95, 96, 97 and 98, according to the Final Plat of Narrows Reach, Phase 2, as recorded in Map Book 30, Page 58 A & B in the Probate Office of Shelby County, Alabama.

Lots 80, 84 and 85, according to the Final Plat of Narrows Point, Phase 4, as recorded in Map Book 31, Page 105, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Area as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 2000-9755, as amended by instruments recorded in Inst. No. 2000-17136, Inst. No. 2000-36696 and Inst. NO. 2001-38328, and Inst. #20020905000424180 and Inst# 20021017000508250 and inst. No. 20030716000450980 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter referred to as the "Declaration").