

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA)

ACCOMMODATION MORTGAGE MODIFICATION AGREEMENT

COUNTY OF SHELBY)

This Agreement is by and between Compass Bank ("Bank"), Chelsea Park, Inc. ("Borrower"), and Chelsea Park Properties, Ltd., ("Accommodation Mortgagor").

WHEREAS, Borrower is indebted to Bank as evidenced by a Revolving Credit Commercial Note dated May 14, 2004, said Note being amended by Notes dated September 30, 2004; and secured by a Mortgage on real property situated in Shelby County, Alabama, such Mortgage being recorded in Instrument No. 20040729000422060 in the office of the Judge of Probate, Shelby County, Alabama ("Mortgage"); and

WHEREAS, Borrower and Bank desire to modify the terms of said Mortgage as set forth herein.

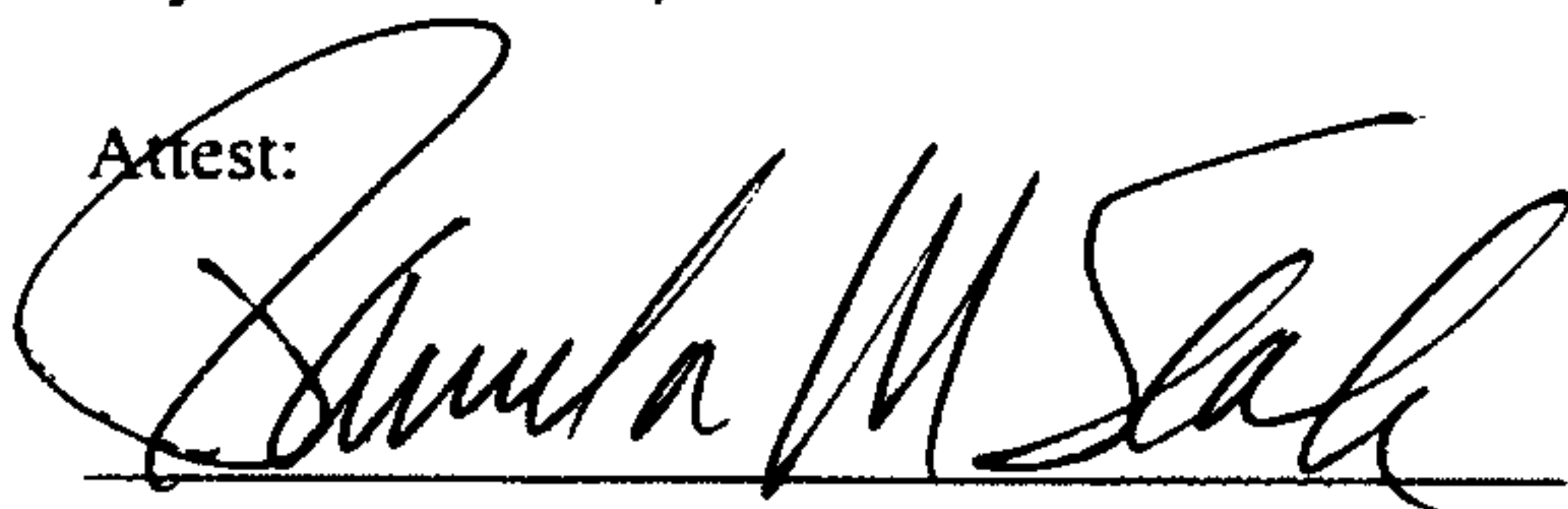
NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the terms of the Loan are modified as follows:

By increasing the amount of the Mortgage from \$12,000,000.00 to \$14,000,000.00

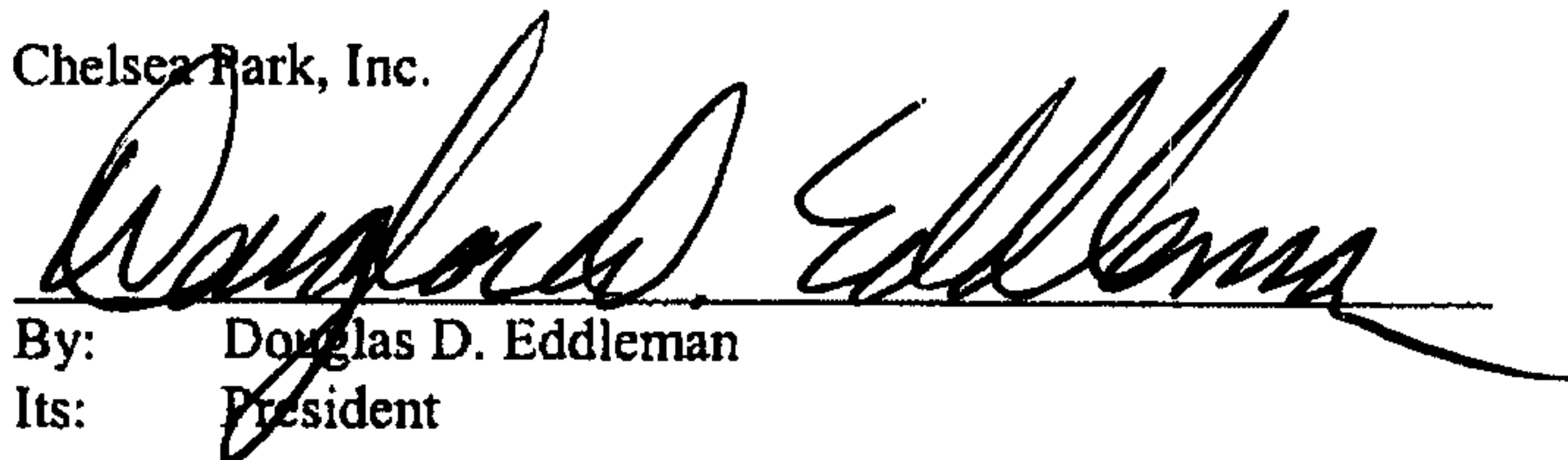
Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 7th day of December, 2004.

Attest:



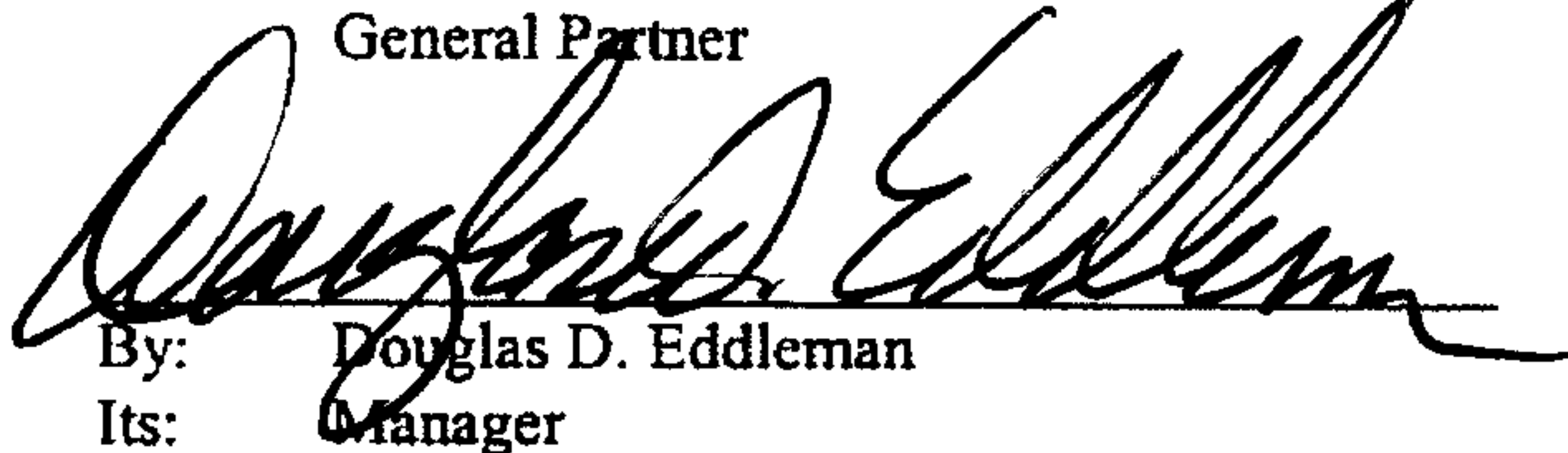
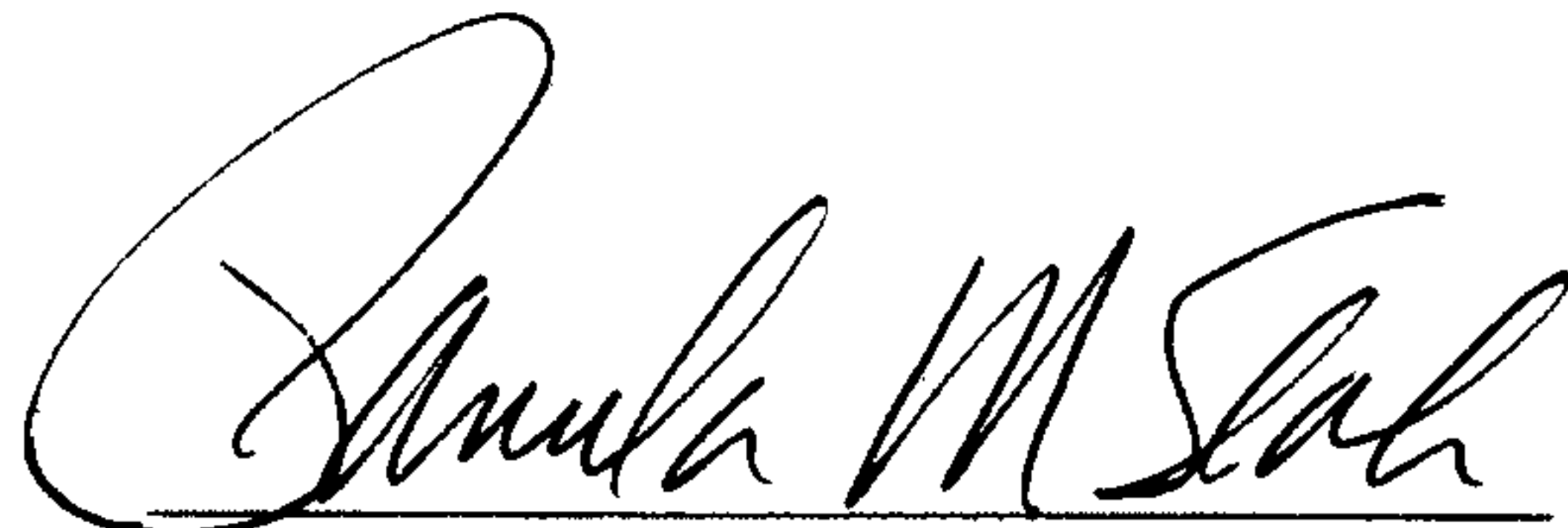
Chelsea Park, Inc.


By: Douglas D. Eddleman
Its: President

BORROWER

Chelsea Park Properties, Ltd.

By: Chelsea Park Management, LLC,
General Partner


By: Douglas D. Eddleman
Its: Manager

ACCOMMODATION MORTGAGOR

ATTEST

COMPASS BANK

By: John M. McQueen
Its: Senior Vice President
BANK

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as President of Chelsea Park, 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 7th day of December, 2004.

Brandy M Kimbrell
Notary Public
My Commission Expires: MY COMMISSION EXPIRES APRIL 4, 2008

[Notarial Seal]

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as Manager of Chelsea Park Management, LLC, a limited liability company and General Partner of Chelsea Park Properties, Ltd., a limited 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 such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on behalf of said general partnership.

Given under my hand and official seal this 7th day of December, 2004.

Brandy M Kimbrell
Notary Public
My Commission Expires: MY COMMISSION EXPIRES APRIL 4, 2008

[Notarial Seal]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John M. McQueen whose name as SNP of Compass Bank, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this 7th day of December, 2004.

Charles Moseley
Notary Public
My commission expires: 01-15-2005