

This instrument was prepared by:
Wachovia Bank, National Association
P.O. Box 2554
Birmingham, Alabama 35290
Attention: Residential Lending

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This Amendment to Mortgage and Security Agreement is entered into on March 23, 2005.

CHELSEA PARK HOMES, INC., an Alabama corporation ("Grantor") has made and delivered to **Wachovia Bank, National Association, successor by merger to SouthTrust Bank**, an Alabama banking corporation ("Bank"), a Mortgage and Security Agreement ("Mortgage") dated October 14, 2004, recorded in Instrument No. **20041101000600080**, 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.

A portion of the proceeds of this loan have been applied to the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith

* * *

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:

CHELSEA PARK HOMES, INC.,
an Alabama corporation

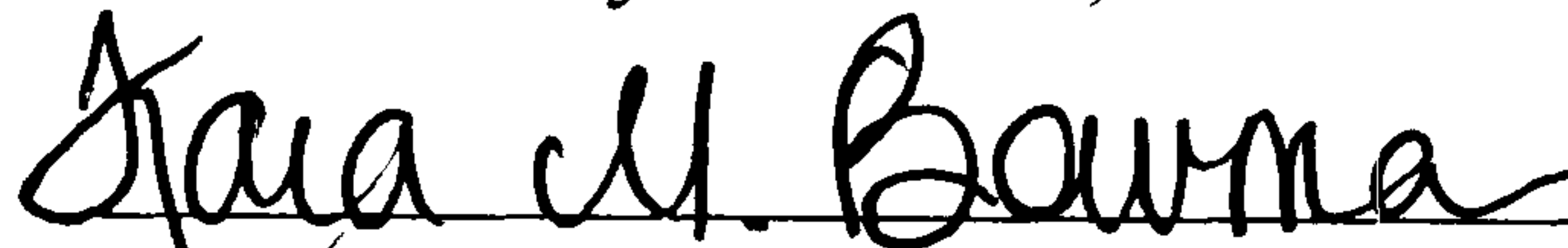
BY: 

Its: Treasurer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Deborah G. Maple, whose name as Treasurer of Chelsea Park Homes, 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 23rd day of March, 2005.



Notary Public

My commission expires: _____

[NOTARY SEAL]

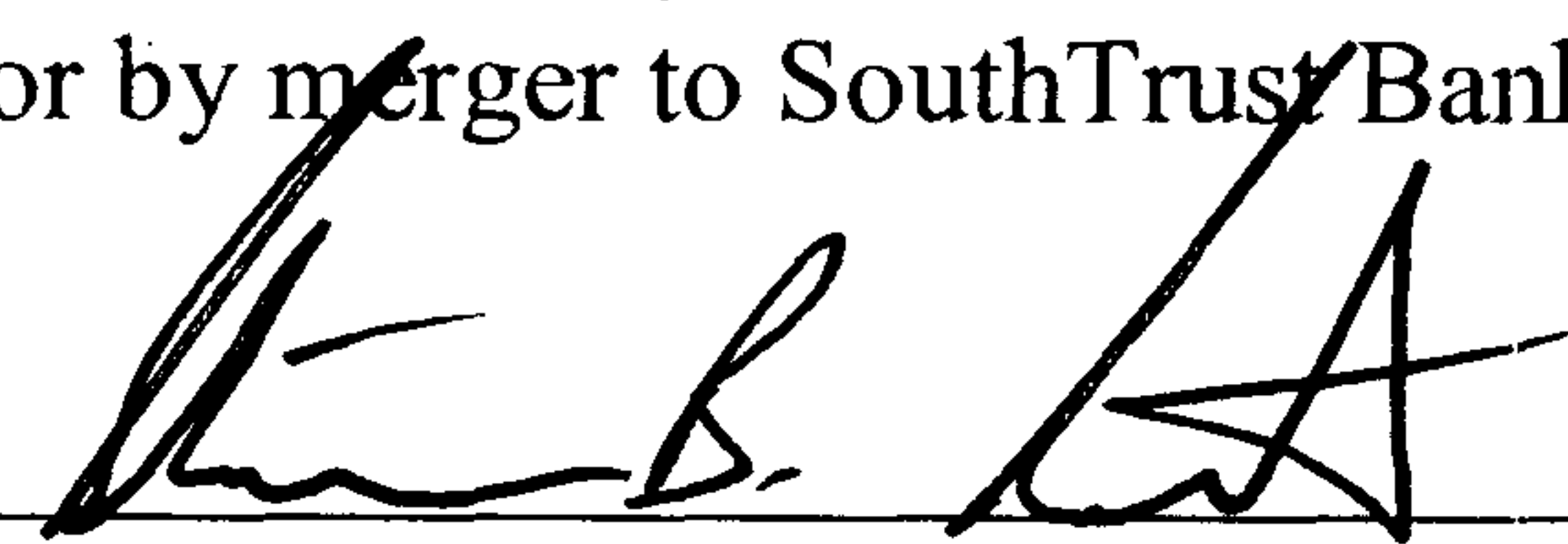
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20050420000186610 3/4 \$466.25
Shelby Cnty Judge of Probate, AL
04/20/2005 11:08:49AM FILED/CERT

The undersigned hereby consents to the Amendment and certifies that the total additional principal advances to be made secured by the Mortgage are \$297,440.00 and mortgage recording taxes are paid based on such amount.

WACHOVIA BANK, NATIONAL ASSOCIATION
Successor by merger to SouthTrust Bank

BY:



Its

Asst. Vice President



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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

Lots 2-25 and 2-26, according to the Plat of Chelsea Park, 2nd Sector, as recorded in Map Book 34 Page 22 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.