

**AMENDMENT TO MORTGAGE AND CERTIFICATE REGARDING
MORTGAGE ADVANCES AND RECORDING TAXES**

This amendment and certificate is made as of the 1st day of September, 2005, by and between **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association (as successor by merger to **SOUTHTRUST BANK**, an Alabama banking corporation) ("Lender") and **CHELSEA PARK HOMES, INC.**, an Alabama corporation ("Chelsea Park") and **THE NARROWS II, INC.**, an Alabama corporation ("Narrows," and together with Chelsea Park, individually, a "Grantor" and collectively, the "Grantors").

RECITALS:

Grantors have executed and delivered to Lender certain Mortgages and Security Agreements described in Exhibit A, as heretofore amended (as so amended, individually, a "Mortgage" and collectively, the "Mortgages") which secure a promissory note from **THORNTON CONSTRUCTION COMPANY, INC.**, an Alabama corporation ("Borrower") dated February 24, 2004, as extended, renewed, modified or amended from time to time (as the same may have been extended, renewed, modified or amended, the "Original Note") evidencing a revolving loan in the original principal amount of up to Ten Million and No/100 Dollars (\$10,000,000.00) outstanding from time to time and interest thereon, and certain other indebtedness and obligations of the Borrower, Grantors and others from time to time owing to Lender (the "Original Revolving Loan Indebtedness"). The Borrower and Grantors have requested that the Original Revolving Loan Indebtedness be increased to Fifteen Million and No/100 Dollars (\$15,000,000.00) (as so increased, the "Revolving Loan Indebtedness"), and the Original Note has been modified by Loan Modification Agreement of even date herewith to evidence the Revolving Loan Indebtedness, as so increased, and as a condition of such increase Lender requires that the Mortgages be amended to provide that each shall now secure a maximum principal amount of the Revolving Loan Indebtedness of \$15,000,000.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lender and Grantors certify that the total maximum principal indebtedness presently secured by the Mortgages is \$10,000,000.00, and mortgage recording tax of \$15,000.00 has been paid thereon in connection with the recording of the Mortgages and prior amendments and further agree that the Mortgages shall hereafter secure an increase of \$5,000,000.00 of the Revolving Loan Indebtedness (for a total maximum secured principal indebtedness of \$15,000,000.00) and do certify and agree that the parties are paying in connection herewith additional mortgage recording taxes of \$7,500.00 as required by Alabama Code § 40-22-2 on such additional maximum principal amount that may be outstanding from time to time.

2. The Mortgage from Narrows is amended as follows:

Exhibit A to the Mortgage is amended by adding the real property described in Exhibit B 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 "Narrows Added Property"). Narrows hereby grants, bargains, sells, conveys, mortgages and assigns the Narrows Added Property to Lender, subject to the terms and conditions of the Mortgage from Narrows.

3. In all other respects the Mortgages shall remain unchanged and in full force and effect, and Grantors affirm that they have no offsets or defenses to their obligations pursuant to the Mortgages or other documents executed in connection therewith.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Lender and Grantors have executed this amendment and certificate as of the day and year first above written.

WACHOVIA BANK, NATIONAL
ASSOCIATION, a national banking association

BY: [Signature]
Its Asst Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Dwight L Mixson, a Notary Public in and for said County in said State, hereby certify that Steven B. Smith, whose name as Assistant Vice President of Wachovia Bank, National Association, 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 such 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 seal, this 15th day of September, 2005.

[SEAL]

[Signature]
NOTARY PUBLIC
My Commission Expires: 1-17-07

CHELSEA PARK HOMES, INC.,
an Alabama corporation

BY: [Signature]
Its Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Roberta J. Cahill, a Notary Public in and for said County in said State, hereby certify that Steven R. Chester, whose name as Vice President 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 such 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 seal, this 1st day of September, 2005.

[SEAL]

Roberta J. Cahill
NOTARY PUBLIC
My Commission Expires: 3-9-08

20050908000463950 5/7 \$7529.00
Shelby Cnty Judge of Probate, AL
09/08/2005 10:40:29AM FILED/CERT

THE NARROWS II, INC.,
an Alabama corporation

BY: W. D. Clark
Its _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, Roberta J. Cahill, a Notary Public in and for said County in said State, hereby certify that Steven R. Chester, 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 such 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 seal, this 1st day of September, 2005.

[SEAL]

Roberta J. Cahill
NOTARY PUBLIC
My Commission Expires: 3-9-08

EXHIBIT A


20050908000463950 6/7 \$7529.00
Shelby Cnty Judge of Probate, AL
09/08/2005 10:40:29AM FILED/CERT

Description of Mortgages

Mortgages recorded at Instrument Numbers 20041101000600080 (from Chelsea Park)
and 20040311000125760 (from Narrows)



20050908000463950 7/7 \$7529.00
Shelby Cnty Judge of Probate, AL
09/08/2005 10:40:29AM FILED/CERT

EXHIBIT B

Narrows Added Property

Lots 27, 28, 29, 37, 38, 56, 59, 60, 76 and 77 according to the Final Plat of Narrows Point--Phase 5, as recorded in Map Book 35 Page 90 A & B, in the Probate Office of Shelby County, Alabama.