

THIS INSTRUMENT WAS PREPARED BY:
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**ACCOMMODATION
FUTURE ADVANCE MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
(ALABAMA)**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INDENTURE, (herein this "Mortgage"), made this 19th day of September, 2006, between **Thornton Construction Company, Inc., a corporation**, (hereinafter called the "Borrower", whether one or more), and **Compass Bank** (hereinafter called "Lender"), Mortgagee, and **Holland Lakes, Inc.**, (hereinafter called the "Accommodation Mortgagor", whether one or more).

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9-402(6) OF THE CODE OF ALABAMA.

WITNESSETH:

WHEREAS, Borrower is justly indebted to Lender on a loan (the "Loan") in the principal sum of Three Million Three Hundred Thirty Thousand and no/100 Dollars (\$3,330,000.00), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated September 19th, 2006, payable to Lender with interest thereon (the "Note") as follows:

CHECK IF
APPLICABLE

_____ On July 1st, 2007, or such earlier maturity date as provided in
the Note or as provided in any Loan Document as defined below;

If not checked above, then on demand or as otherwise provided in the Note; and

WHEREAS, Borrower may hereafter become indebted to Lender or to a subsequent holder of this Mortgage on loans or otherwise (the Lender and any subsequent holder of this Mortgage being referred to herein as "Lender"); and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (herein "**Other Indebtedness**").

NOW THEREFORE, the Borrower, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same,

20060925000475060 20/20 \$5063.00
Shelby Cnty Judge of Probate, AL
09/25/2006 12:41:21PM FILED/CERT

EXHIBIT "A"

Lots 171-244, inclusive, according to the final subdivision plat of Holland Lakes, Sector 3, as recorded in Map Book 37, Page 85 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.