


THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO

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Shelby Cnty Judge of Probate, AL
03/29/2007 10:53:16AM FILED/CERT

**AMENDMENT TO FUTURE ADVANCE MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT**

THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (hereinafter referred to as the "Second Amendment"), made and entered into the 10th day of March, 2007, is by and between **TOWN BUILDERS, INC.**, an Alabama corporation (hereinafter referred to as "Borrower") and **COMPASS BANK**, an Alabama banking corporation Company (hereinafter referred to as "Lender").

RECITALS:

Borrower is the owner of the land and improvements located in Shelby County, Alabama, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

Borrower is justly indebted to Lender pursuant to a loan in the principal sum of Five Million and No/100 Dollars (\$5,000,000.00) (the "Loan") as evidenced by a Revolving Promissory Note, as amended, payable to Lender in installments with interest thereon (hereinafter referred to as the "Note") to secure the Original Loan. The Note is further evidenced and secured by a certain Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement dated Marche 23, 2001, and recorded at Instrument No. 2001-11235 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage"). The Mortgage was amended by Amendment to Mortgage dated October 14, 2002, which Amendment to Mortgage was recorded at Instrument No. 200221104000544530 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "First Amendment").

Borrower has requested that Lender agree to an increase in the maximum principal amount of such loan and agree to advance additional funds in the amount of Five Million and No/100 Dollars (\$5,000,000.00) (together with the Original Loan, the "Loan").

In order to induce Lender to make the Loan to the Borrower, Borrower has agreed to amend the Mortgage, as amended by the First Amendment, to add the additional property described herein.

Lender has agreed to such increase subject to the terms and conditions set forth in this Second Amendment, the Consolidating Promissory Note and the Amended and Restated Loan Agreement executed and delivered simultaneously herewith.

The Mortgage, as amended by the First Amendment, and further amended by this Second Amendment, is a valid and enforceable lien upon the Premises.

Borrower and Lender are desirous of further amending said Mortgage to secure the additional Loan as evidenced by the Consolidating Promissory Note executed simultaneously herewith and to include in the definition of Premises the land and improvements located in Shelby County, Alabama, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of Five Million and No/100 Dollars (\$5,000,000.00). Any reference to indebtedness or Loan shall mean the sum of Ten Million and No/100 Dollars (\$10,000,000.00).
2. Premises shall include all the land and improvements described on the attached Exhibit "A" and made a part hereof.
3. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
4. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

BORROWER:

TOWN BUILDERS, INC., an Alabama corporation

By: Richard L. Bozzelli [SEAL]
Richard L. Bozzelli
Its Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that Richard L. Bozzelli, whose name as Vice President of **TOWN BUILDERS, 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

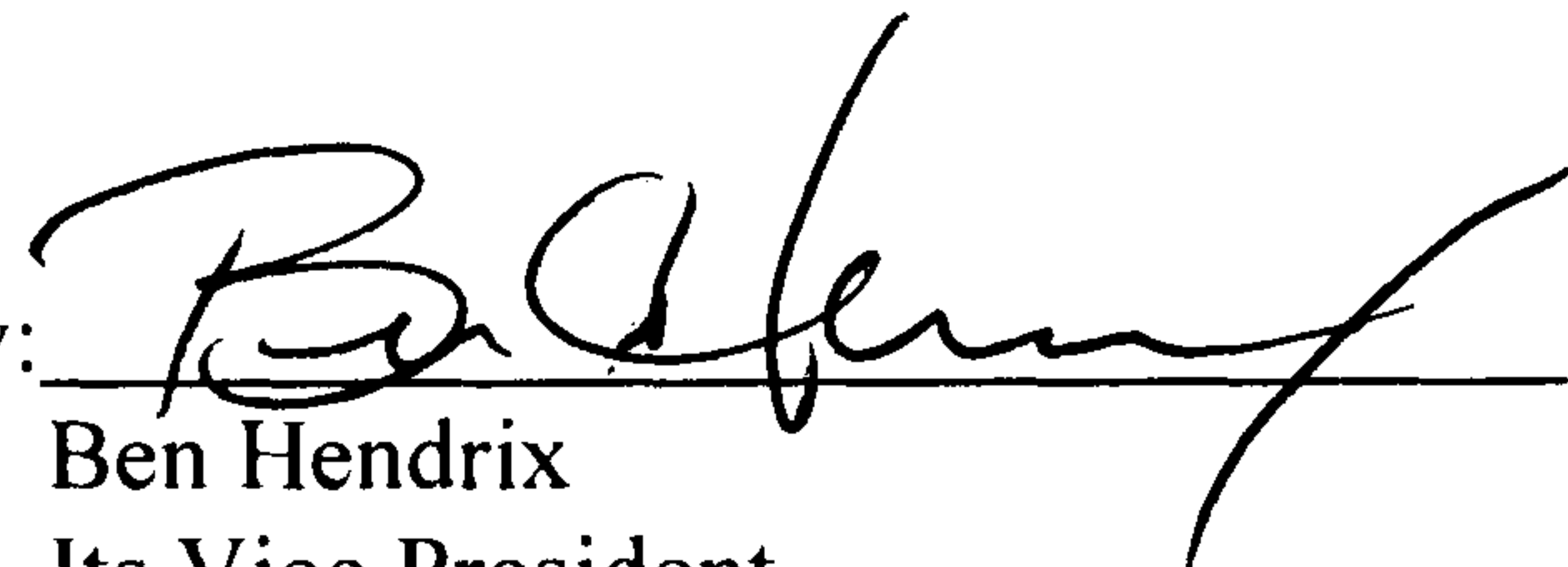
Given under my hand and seal this 15th day of March, 2007.

[Signature]
NOTARY PUBLIC
My Commission Expires: 2/26/2011

[NOTARIAL SEAL]

LENDER:

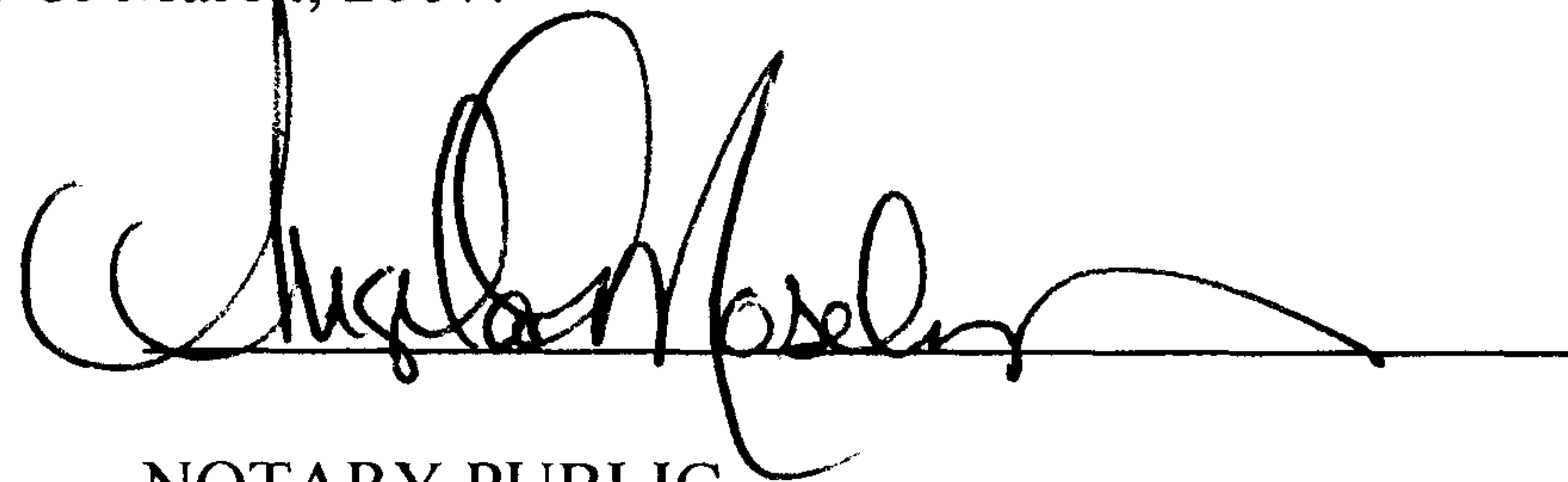
COMPASS BANK, an Alabama banking corporation

By:  [SEAL]
Ben Hendrix
Its Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that Ben Hendrix, whose name as Vice President of **COMPASS BANK**, an Alabama banking 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 said instrument, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 10th day of March, 2007.



NOTARY PUBLIC

My Commission Expires: 02-21-2009

[NOTARIAL SEAL]

EXHIBIT A

Parcel 1:

Lot 5-03A, Block 5, according to the Resurvey of Lots 5-03, 5-04 & 5-05 of Mt. Laurel, Phase IA, as recorded in Map Book 28 page 111 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 5-07 and 5-08, Block 5, according to the survey of Mt. Laurel, Phase IA, as recorded in Map Book 27 page 72 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 13-02 and 13-03, Block 13, according to the survey of Mt. Laurel, Phase IA, as recorded in Map Book 27 page 72 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 13-04, Block 13, according to the survey of Mt. Laurel, Phase I-B, as recorded in Map Book 28 page 69 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 10-07, Block 10, according to the survey of Mt. Laurel – Phase II, as recorded in Map Book 30 page 10 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 11-25, Block 11, according to the survey of Mt. Laurel – Phase II, as recorded in Map Book 30 page 10 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 13-05, 13-06, 13-08 and 13-09, Block 13, according to the survey of Mt. Laurel – Phase II, as recorded in Map Book 30 page 10 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 15-01, 15-02, 15-03 and 15-04, Block 15, according to the survey of Mt. Laurel, Phase III, as recorded in Map Book 34 page 137 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 15-10, 15-13 and 15-16, Block 15, according to the survey of Mt. Laurel, Phase III, as recorded in Map Book 34 page 137 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 16-02, 16-03, 16-04, 16-05, 16-07, 16-09, 16-10, 16-12, 16-13, 16-14, 16-15, 16-16, 16-17, 16-18, 16-19 and 16-20, Block 16, according to the survey of Mt. Laurel, Phase III, as recorded in Map Book 34 page 137 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 16-22, 16-23, 16-24, 16-25, 16-26, 16-29, 16-30, 16-31 and 16-33, Block 16, according to the survey of Mt. Laurel, Phase III, as recorded in Map Book 34 page 137 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 18-02, 18-03, 18-04, 18-05, 18-06, 18-07, 18-08, 18-09, 18-10 and 18-11, Block 18, according to the survey of Mt. Laurel, Phase III, as recorded in Map Book 34 page 137 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 2:

Lots 15-17, 15-18, 15-19, 15-20, 15-21, 15-22, 15-23 and 15-24, Block 15, according to the survey of Mt. Laurel, Phase IIIB, Sector 1, as recorded in Map Book 38 page 26 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 18-13, 18-14, 18-15, 18-16, 18-17, 18-18, 18-19, 18-20, 18-21, 18-22, 18-23, 18-24, 18-25, 18-26, 18-27, 18-28, 18-29, 18-30, 18-31 and 18-32, Block 18, according to the survey of Mt. Laurel, Phase IIIB, Sector 1, as recorded in Map Book 38 page 26 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 19-01, 19-02, 19-03, 19-04, 19-05, 19-06, 19-07, 19-08, 19-09, 19-10, 19-11, 19-12, 19-13, 19-14, 19-15, 19-16, 19-17, 19-18, 19-19, 19-20, 19-21, 19-22, 19-23, 19-24 and 19-25, Block 19, according to the survey of Mt. Laurel, Phase IIIB, Sector 1, as recorded in Map Book 38 page 26 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 20-01, 20-02, 20-03, 20-04, 20-05, 20-06, 20-07, 20-08 and 20-09, Block 20, according to the survey of Mt. Laurel, Phase IIIB, Sector 1, as recorded in Map Book 38 page 26 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.