

**AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on July 17, 2006 by **CHESSER PLANTATION, LLC**, a limited liability company (hereinafter "Borrower") in favor of **BANCORPSOUTH (also known as BANCORPSOUTH BANK)** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 20060719000347390 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$4,855,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$7,282.50 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$1,119,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$4,855,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$1,119,000.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$4,855,000.00 Note executed on July 17, 2006, and all interest thereon, and all extensions and renewals thereof, but also the \$1,119,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

Engel Houston

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 17 day of July, 2007.

CHESSER PLANTATION, LLC

BY: THE CREST AT GREYSTONE, INC.
(Its Manager)

BY: [Signature]
William L. Thornton, III (Its President)

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Thornton, III, whose name as President of THE CREST AT GREYSTONE, INC., a corporation, as manager of CHESSER PLANTATION, LLC, a limited liability company, 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, as an act of said corporation, acting in its capacity as manager as aforesaid.

Given under my hand and official seal, this the 17 day of July, 2007.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/7/11

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:
William B. Hairston, III
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600



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EXHIBIT "A"

A parcel of land situated in the North half of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section and run in a Westerly direction along the North line for a distance of 1438.65 feet; thence turn a deflection angle of 88 degrees 10 minutes 58 seconds to the left and run in a Southerly direction for a distance of 942.98 feet to the POINT OF BEGINNING; thence turn a deflection angle of 167 degrees 44 minutes 23 seconds to the left and run in a Northeasterly direction for a distance of 55.49 feet to the point of commencement of a curve turning to the right, said curve having a radius of 530.00 feet, a central angle of 41 degrees 12 minutes 21 seconds, a chord distance of 373.00 feet and an interior angle to the left to chord of 159 degrees 23 minutes 50 seconds; thence run along arc of said curve for a distance of 381.16 feet; thence turn an interior angle of 157 degrees 09 minutes 23 seconds to the left from chord and run in a Northeasterly direction for a distance of 115.00 feet to the Southwest corner of Lot 62 of Chesser Plantation Phase 1 – Sector 1 in Map Book 29, Page 130A in the Office of the Judge of Probate Shelby County, Alabama; thence turn an interior angle of 176 degrees 06 minutes 28 seconds to the left and run in a Northeasterly direction along said South line of said Lot 62 for a distance of 80.01 feet to the Southeast corner of said lot; thence turn an interior angle of 85 degrees 26 minutes 52 seconds to the left and run in a Southeasterly direction along the Southwestern-most line of Lots 51 and 52 in said subdivision for a distance of 231.66 feet; thence turn an interior angle of 224 degrees 11 minutes 49 seconds to the left and run in a Southeasterly direction along the South line of Lots 50 and 51 in said subdivision for a distance of 117.96 feet; thence turn an exterior angle of 133 degrees 42 minutes 55 seconds to the right and run in a Northeasterly direction along the South line of Lots 49 and 50 in said subdivision for a distance of 103.55 feet; thence turn an exterior angle of 154 degrees 20 minutes 32 seconds to the right and run in a Northeasterly direction along the South line of Lots 48 and 49 to the Southwest corner of Lot 47 in said subdivision for a distance of 146.41 feet; thence turn an interior angle of 53 degrees 51 minutes 42 seconds to the left and run in a Southeasterly direction along the West line of Lots 42 – 46 in said subdivision for a distance of 395.00 feet said point also being the Northeast corner of Lot 40 in said subdivision; thence turn an interior angle of 94 degrees 10 minutes 54 seconds to the left and run in a Southwesterly direction along the North line of Lots 39 and 40 in said subdivision for a distance of 204.48 feet; thence turn an exterior angle of 144 degrees 35 minutes 28 seconds to the right and run in a Southwesterly direction along the Northwest line of Lot 38 in said subdivision for a distance of 114.56 feet; thence turn an exterior angle of 174 degrees 59 minutes 09 seconds to the right and run in a Southwesterly direction along the Northwest line of Lot 37 in said subdivision for a distance of 93.82 feet; thence turn an interior angle of 178 degrees 22 minutes 22 seconds to the left and run in a Southwesterly direction along the Northwest line of Lot 36 in said subdivision for a distance of 78.31 feet; thence turn an interior angle of 159 degrees 36 minutes 27 seconds to the left and run in a Southwesterly direction along the Northwest line of Lot 35 in said subdivision for a distance of 79.34 feet; thence turn an interior angle of 168 degrees 50 minutes 19 seconds to the left and run in a Southwesterly direction along the



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Northwest line of Lots 33 and 34 in said subdivision for a distance of 183.43 feet; thence turn an exterior angle of 139 degrees 46 minutes 38 seconds to the right and run in a Southwesterly direction along the Northwest line of Lot 32 in said subdivision for a distance of 100.08 feet; thence turn an exterior angle of 158 degrees 13 minutes 08 seconds to the right and run in a Southerly direction along the West line of Lots 31 and 32 in said subdivision for a distance of 109.64 feet; thence turn an exterior angle of 123 degrees 18 minutes 32 seconds to the right and run in a Southeasterly direction along the Southwest line of Lot 31 in said subdivision for a distance of 87.06 feet; thence turn an interior angle of 94 degrees 47 minutes 23 seconds to the left and run in a Southwesterly direction along the Northwest line of Lots 3 – 10 in said subdivision for a distance of 863.55 feet said point also being the Southwest corner of Lot 3 in said subdivision; thence turn an interior angle of 181 degrees 11 minutes 38 seconds to the left and run in a Southwesterly direction along the Northwest line of Lot 2 in said subdivision for a distance of 80.01 feet to the Southwest corner of Lot 2 in said subdivision; thence turn an interior angle of 115 degrees 17 minutes 03 seconds to the left and run in a Westerly direction for a distance of 141.26 feet to a point on the Northernmost right of way line of Chesser Park Drive and a point on a non-tangent curve to the left, said curve having a radius of 280.00 feet, a central angle of 43 degrees 06 minutes 54 seconds, an interior angle to the left to chord of 153 degrees 29 minutes 07 seconds, and a chord distance of 205.76 feet; thence run along arc of said curve and along said right of way for a distance of 210.70 feet; thence turn an interior angle to the left from chord and run along a line tangent to said curve and along said right of way for a distance of 57.08 feet to the point of commencement of a tangent curve to the right, said curve having a radius of 270.00 feet, a central angle of 64 degrees 07 minutes 04 seconds, a chord distance of 286.63 feet; thence run along arc of said curve and along said right of way for a distance of 302.15 feet; thence run along a line tangent to said curve and along said right of way for a distance of 13.04 feet to the point of commencement of a tangent curve to the left, said curve having a radius of 430.00 feet, a central angle of 19 degrees 27 minutes 03 seconds, a chord distance of 145.28 feet; thence run along arc of said curve and along said right of way for a distance of 145.98 feet; thence leaving said right of way, turn an interior angle of 109 degrees 11 minutes 13 seconds to the left from chord and run in a Northeasterly direction for a distance of 94.67 feet; thence turn an interior angle of 262 degrees 11 minutes 43 seconds to the left and run in a Northwesterly direction for a distance of 20.84 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northeasterly direction for a distance of 694.37 feet to the point of commencement of a tangent curve to the left, said curve having a radius of 470.00 feet, a central angle of 50 degrees 43 minutes 51 seconds, a chord distance of 402.69 feet; thence run along arc of said curve for a distance of 416.15 feet; thence run along a line tangent to said curve for a distance of 29.52 feet to the point of commencement of a tangent curve to the right, said curve having a radius of 480.00 feet, a central angle of 12 degrees 15 minutes 37 seconds, a chord distance of 102.52 feet; thence run along arc of said curve for a distance of 102.71 feet; thence run along a line tangent to said curve for a distance of 57.69 feet to the POINT OF BEGINNING.

Less and except the Southeast 6 feet of Lot 94A, a Resurvey of Lot 94 Cottages at Chesser Phase I as recorded in Map Book 34, Page 84 in the Office of the Judge of



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Probate, Shelby County, Alabama.

Further Less and except Lot 1, Lot 2, Lots 3 thru 14, inclusive, Lots 19 thru 34 inclusive, Lot 35, Lot 36, Lot 37, Lot 38, and Lots 125 thru 140 inclusive, according to the Map and Survey of Chesser Reserve Phase I, as recorded in Map Book 38, Page 115 A and B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2007, a lien but not yet payable; ii) restrictive covenants as recorded in Instrument 20040414000194390; iii) distribution easement to Alabama Power Company as recorded in Instrument 20030303000126240; iv) transmission line permits to Alabama Power Company as recorded in Deed Book 127, page 317; v) title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 69, page 177 in the Probate Office of Shelby County, Alabama; vi) easement to Alabama Power Company as recorded in Instrument No. 20070418000180110 and 20070418000180120; and vii) the Chesser Reserve Declaration of Covenants, Conditions and Restrictions recorded as Instrument 20070710000325070 .



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