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Shelby Cnty Judge of Probate, AL  
05/21/2008 12:40:20PM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

Ninth AMENDMENT TO  
MORTGAGE, ACCOMMODATION MORTGAGE,  
ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT

  
20080702000269740 1/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
07/02/2008 01:30:14PM FILED/CERT

This ninth amendment made effective as of the 15 day of April, 2008, between **COMPASS BANK**, an Alabama banking corporation (the "**Lender**"), **EDDLEMAN HOMES, LLC**, an Alabama limited liability company (the "**Borrower**"), **COURTSIDE DEVELOPMENT, INC.**, an Alabama corporation, and **PARK HOMES, LLC**, an Alabama limited liability company (hereinafter individually and collectively called "**Accommodation Mortgagor**").

**WHEREAS**, in connection with a line of credit for construction of residential homes (the "**Loan**") from Lender to Borrower in the original principal amount of \$15,000,000.00, the Borrower and the Accommodation Mortgagor executed and delivered to Lender, or otherwise authorized the filing of other documents (collectively, the "**Loan Documents**"), the following documents date as of February 12, 2007, to evidence and secure the Loan: (i) Master revolving Credit Promissory Note in the amount of \$15,000,000.00 (Executed only by the borrower - the "**Note**"); (ii) Master Guidance Line Agreement for Construction Financing (the "**Loan Agreement**"); (iii) future Advance Mortgage, Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement, recorded at Instrument No. 20070223000084980 1/30 in the Probate Office of Shelby County, Alabama (the "**Mortgage**"); and

**WHEREAS**, Borrower, Accommodation Mortgagor and Lender have agreed to amend the Mortgage as set forth herein.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, Accommodation Mortgagor and Lender agree that the Mortgage is amended as follows:

1. **Exhibit A** to the Mortgage is amended to add the parcels of real property described on **Exhibit A-1** hereto (the "**Additional Land**"), which Additional Land shall in all respects be considered as part of the Mortgaged Property under the Mortgage to the same extent as if originally included under the real property described in said **Exhibit A**. For good and valuable consideration, Borrower and Accommodation Mortgagor, to the extent of their respective interests, do hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the Additional Land, to secure the same indebtedness (however described) as set forth in the Mortgage and under the same terms, condition, warranties and representations as set forth in the Mortgage, all of which are hereby adopted by reference.
2. Borrower and each Accommodations Mortgagor hereby warrant that, subject to those matters set forth on **Exhibit B-1** hereto, and with respect to the individual lots identified on **Exhibit C-1** as being owned by such Borrower and Accommodation Mortgagor, it is lawfully seized of an indefeasible estate in fee simple in the individual lots identified on **Exhibit C-1** as being owned

by such Borrower or Accommodation Mortgagor, and has good and absolute title to all existing personal property hereby granted as security with respect to such lots, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservation, security interests, liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower and Accommodation Mortgagor shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claim of all persons whomsoever.

3. All references in the other Loan Documents to the Mortgage shall mean the Mortgage, as amended hereby.
4. Except as modified herein, all other terms and conditions of the Loan Document shall remain in full force and effect.
5. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one (1) document and agreement, but in making proof of this document, it shall not be necessary or produce for account for more than one such counterpart, and counterpart pages may be combined into one single document.

*[Remainder of this page is blank – signature pages follow]*



IN WITNESS WHEREOF, Lender, Borrower, and Accommodation Mortgagor have caused this Seventh Amendment to be executed effective as of the day and year first set forth above.

**LENDER:**

**WITNESS:**

**COMPASS BANK:**

An Alabama banking corporation

By: \_\_\_\_\_

Its: Sr Vice Pres. *[Signature]*

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, *April A. Grace*, a notary public in and for said county in said state, hereby certify that *Ben Hendrix*, whose name as *Sr 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 such 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 official seal this *15<sup>th</sup>* day of *April*, 2008.

*April A. Grace*  
Notary Public

[ Notary Seal ]


My Commission Expires: *11/20/2011*

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05/21/2008 12:40:20PM FILED/CERT

**BORROWER:**

**WITNESS:**



**EDDLEMAN HOMES, LLC,**  
An Alabama limited liability company

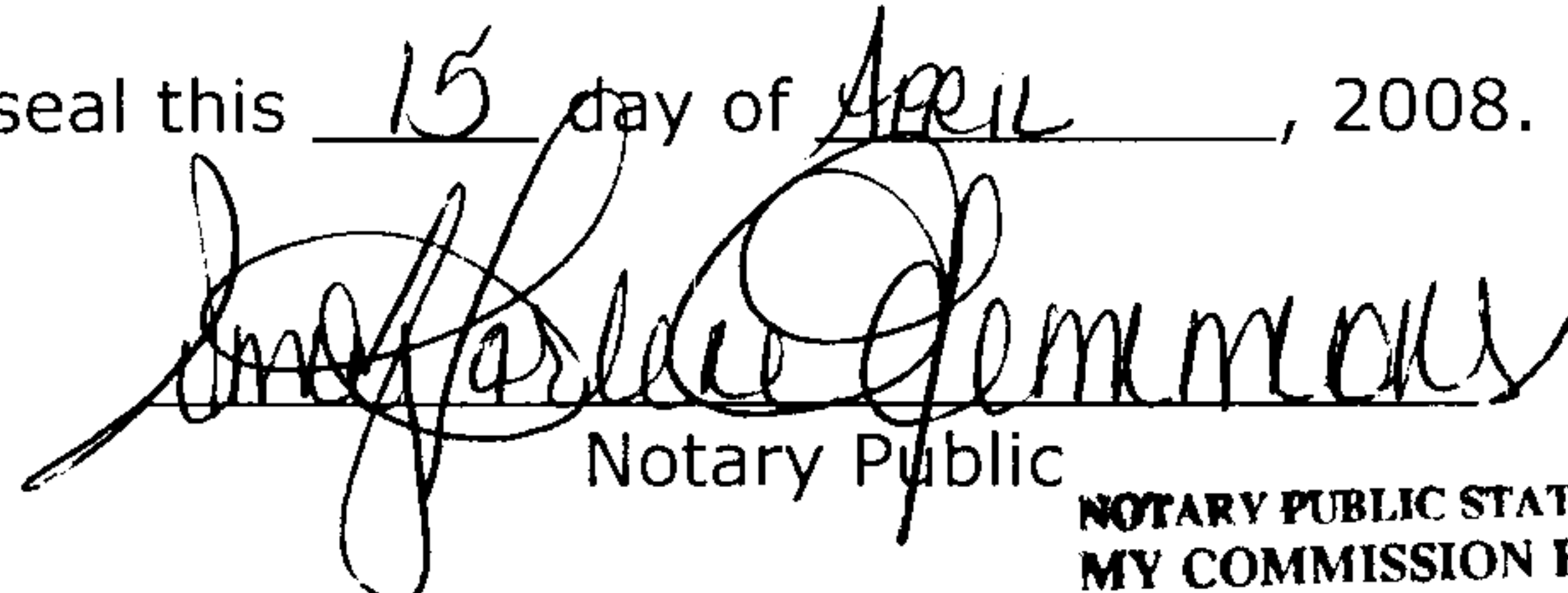
By:   
Managing Partner

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, AMY DARLENE CLEMMONS, a notary public in and for said county in said state, hereby certify that DOUGLAS D. EDDLEMAN, whose name as MANAGING PARTNER of **EDDLEMAN HOMES, LLC**, an Alabama 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 such instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 15 day of April, 2008.

  
Notary Public

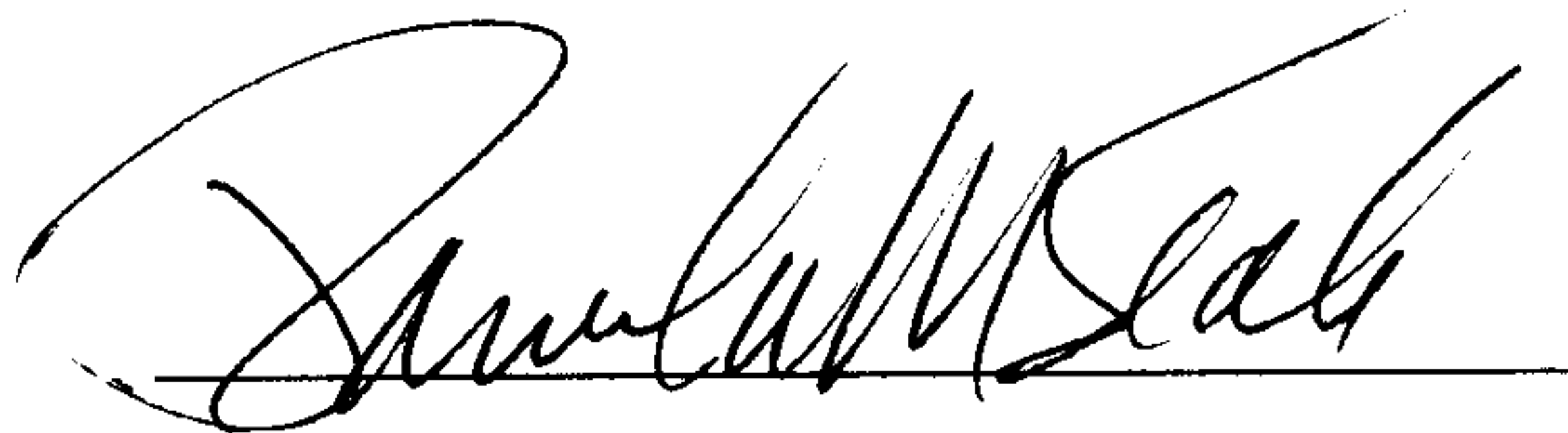
[ Notary Seal ]

My Commission Expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 11, 2008

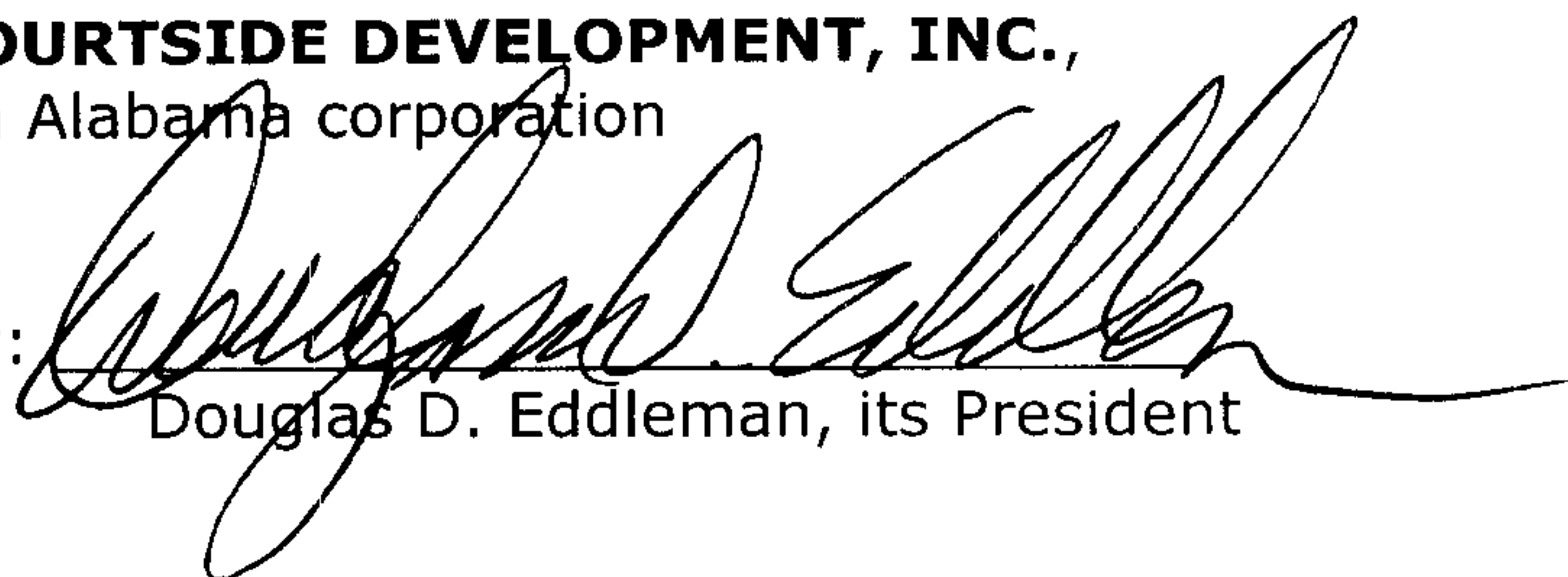
**ACCOMMODATION MORTGAGOR:**

**WITNESS:**



**COURTSIDE DEVELOPMENT, INC.,**  
An Alabama corporation

By:

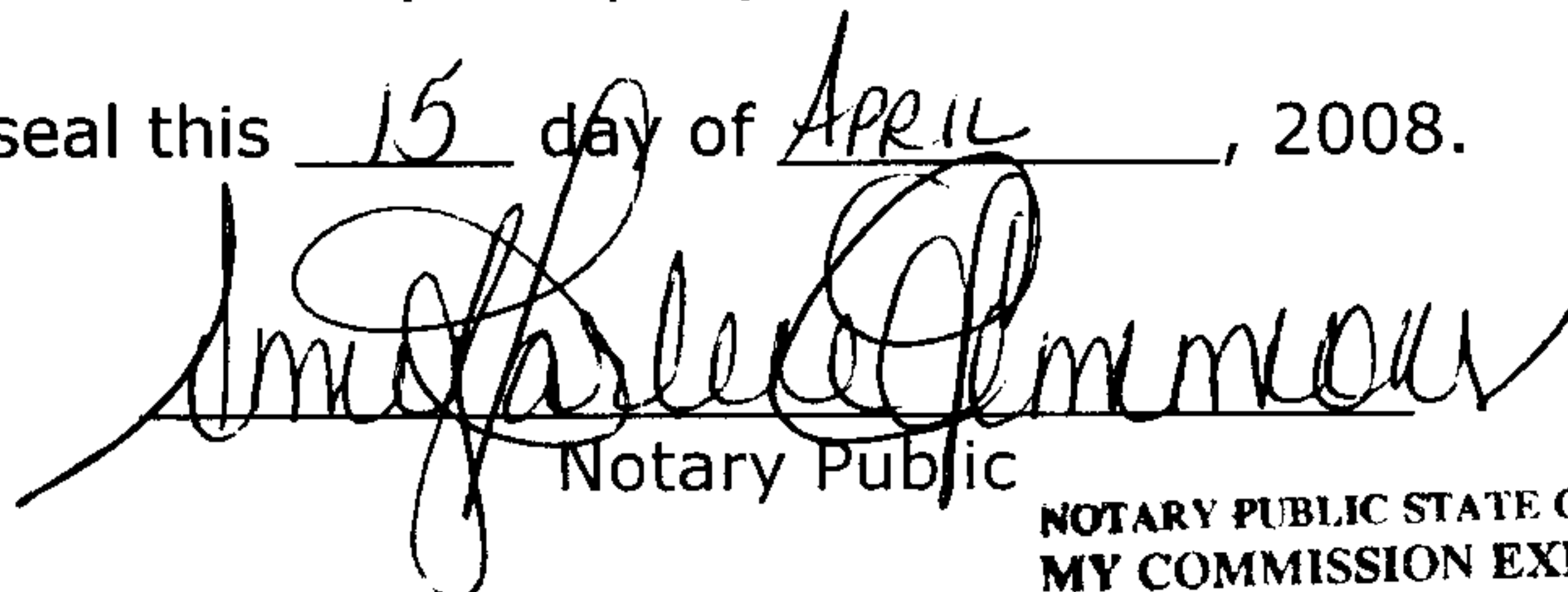
  
Douglas D. Eddleman, its President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, AMY DARLENE CLEMMONS, a notary public in and for said county in said state, hereby certify that DOUGLAS D. EDDLEMAN, whose name as PRESIDENT of **COURTSIDE DEVELOPMENT, 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, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 15 day of APRIL, 2008.

  
Notary Public

[ Notary Seal ]

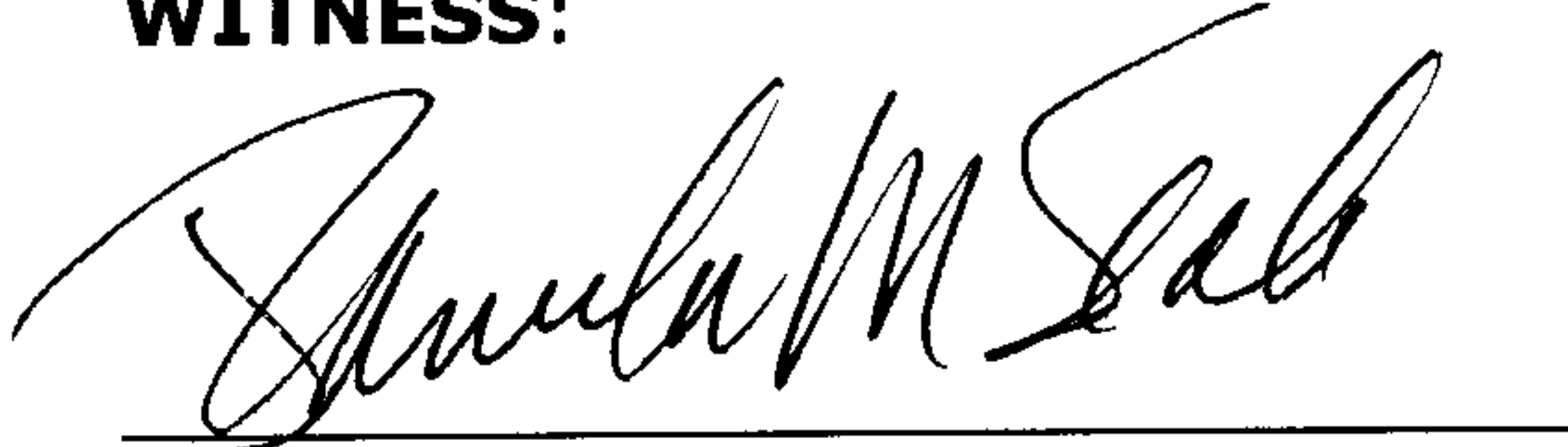
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 11, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



**ACCOMMODATION MORTGAGOR:**

**WITNESS:**



**PARK HOMES, LLC**

An Alabama limited liability company

By:

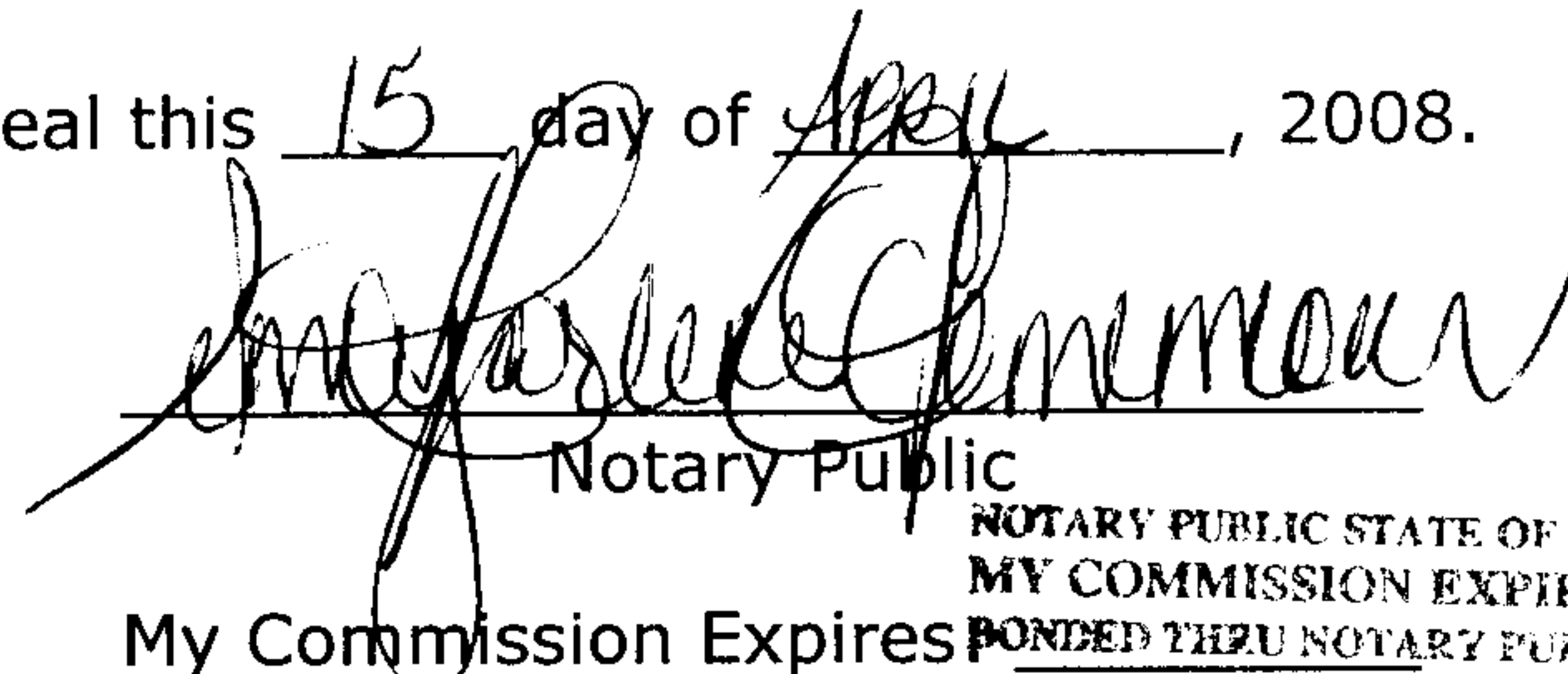
  
Douglas D. Eddleman, its Manager

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Amy Darlene Clemmons, a notary public in and for said county in said state, hereby certify that DOUGLAS D EDDLEMAN, whose name as MANAGER of **PARK HOMES, LLC**, an Alabama 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 such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 15 day of April, 2008.


  
Notary Public

[ Notary Seal ]

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 11, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**EXHIBIT "A"**

  
20080702000269740 7/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
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**Parcel I:**

**Units 44 and 51 in Courtside at Brook Highland, a condominium, as established by that certain Declaration of Condominium of Courtside at Brook Highland, a condominium, which is recorded as Instrument Number 20020521000241450 in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument Number 20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument Number 20020521000241470 in said Probate Office and as reflected in the Plan of Courtside at Brook Highland prepared by K. B. Weygand & Associates, P.C. which is attached as Exhibit C to the Declaration of Condominium recorded as Instrument Number 20020521000241450 and which is also separately recorded in Map Book 28, page 103 in said Probate Office.**

**Parcel II:**

**Lots 9-13; 9-14; 9-15; 9-16 and 9-17, according to the Map and Survey of Chelsea Park - 9th Sector, as recorded in Map Book 37, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 7th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20061229000659740 and Instrument No. 20060920000468120, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").**