


This instrument prepared by:

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20081222000472530 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
12/22/2008 11:28:51AM FILED/CERT

STATE OF ALABAMA )

SHELBY COUNTY )

### AMENDMENT TO MORTGAGE

This Amendment to Mortgage dated as of the 1<sup>st</sup> day of November, 2008, is executed by The Village at Highland Lakes Improvement District, an Alabama corporation (the "Mortgagor"), in favor of Compass Mortgage Corporation, an Alabama corporation (the "Lender"), as mortgagee.

### Recitals

1. The Mortgagor has previously granted to the Lender a Mortgage dated as of December 28, 2006, recorded in **Instrument Number 20061229000637690** in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"). The Mortgage secured an original principal amount of \$24,215,000.00 (such amount represented by a Revenue Note Series 2006 in the amount of \$24,215,000.00 (as amended, the "Note") evidencing a loan from Lender to Mortgagor and all other indebtedness recited in the Mortgage.

2. The Mortgagor is justly obligated to Compass Bank under an ISDA Master Agreement with an initial trade date of May 1, 2008 with a swap exposure of \$2,250,000 (collectively, the "2008 Swap").

3. As a condition to the 2008 Swap, Compass Bank requires that Mortgagor enter into this amendment to amend the Mortgage to provide that the Mortgage grants Compass Bank a mortgage on the Mortgaged Property (as defined in the Mortgage) as additional security for the 2008 Swap.

4. The Mortgagor and Lender have agreed that the Mortgage shall be amended as set forth herein.

### Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the Mortgagor agrees with Lender as follows:

1. The Mortgage shall be and the same hereby is amended by amending the definition of "Other Indebtedness" to include all obligations of Mortgagor arising out of the 2008 Swap; provided, however, that such obligations shall not exceed \$2,250,000. Any default under the 2008 Swap shall be an Event of Default under an Other Indebtedness Instrument under the Mortgage.

2. The Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Amendment. Except as is expressly set forth herein, the Mortgage shall remain in full force and effect in accordance with its terms.

3. The Mortgage, as amended herein, is hereby restated, republished and affirmed by Mortgagor in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Mortgagor therein.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Mortgage to be executed on the date of the acknowledgment of their signatures below.

**MORTGAGOR:**

**THE VILLAGE AT HIGHLAND LAKES  
IMPROVEMENT DISTRICT,**  
an Alabama corporation

By: [Signature]  
Its: PRESIDENT

**LENDER:**

**COMPASS MORTGAGE CORPORATION,**

By: [Signature]  
Its: SR VICE President

**COMPASS MORTGAGE CORPORATION**

By: [Signature]  
Its: SVP



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STATE OF ALABAMA

COUNTY OF Jefferson

I, Pamela M Seale, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of **THE VILLAGE AT HIGHLAND LAKES IMPROVEMENT DISTRICT**, 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 the instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 10<sup>th</sup> day of November, 2008.

Pamela M Seale  
Notary Public

[NOTARY SEAL]

My commission expires:  
3/13/2010

STATE OF ALABAMA

COUNTY OF Shelby

I, Lori Messer, a Notary Public in and for said County in said State, hereby certify that Chuck Weindon, whose name as SVP of **COMPASS MORTGAGE CORPORATION**, 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 the 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 of office this 24 day of November, 2008.

Lori Messer  
Notary Public

[NOTARY SEAL]

My commission expires:  
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