

This instrument prepared by:
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Post Office Box 306
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20081222000472540 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/22/2008 11:28:52AM FILED/CERT

AMENDMENT TO ACCOMMODATION
FUTURE ADVANCE MORTGAGE

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS AMENDMENT TO ACCOMMODATION FUTURE ADVANCE MORTGAGE (this "Amendment") is being entered into as of the 19th day of November, 2008, by and among **COMPASS MORTGAGE CORPORATION**, an Alabama corporation ("Lender"), **THE VILLAGE AT HIGHLAND LAKES IMPROVEMENT DISTRICT** ("Borrower") and **THE VILLAGE AT HIGHLAND LAKES, LTD.**, an Alabama limited partnership ("Accommodation Mortgagor").

P R E A M B L E

WHEREAS, The Accommodation Mortgagor has previously granted to the Lender a Mortgage dated as of December 28, 2006, recorded in Instrument Number 20061229000637730 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.

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

WHEREAS, as a condition to the 2008 Swap, Compass Bank requires that Accommodation 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.

WHEREAS, the Accommodation Mortgagor and Lender have agreed that the Mortgage shall be amended as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Compass Bank to enter into the 2008 Swap, the parties, intending to be legally bound hereby, agree as follows:

A. Amendment of Mortgage. The Mortgage shall be and the same hereby is amended by amending the definition of "Other Indebtedness" to include all obligations of Borrower to Compass Bank 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.

B. Effect on Loan Documents. 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.

C. Representations and Warranties. Accommodator Mortgagor and Borrower hereby reaffirm as of the date hereof each representations and warranties contained in the Mortgage and the documents evidencing the 2008 Swap.

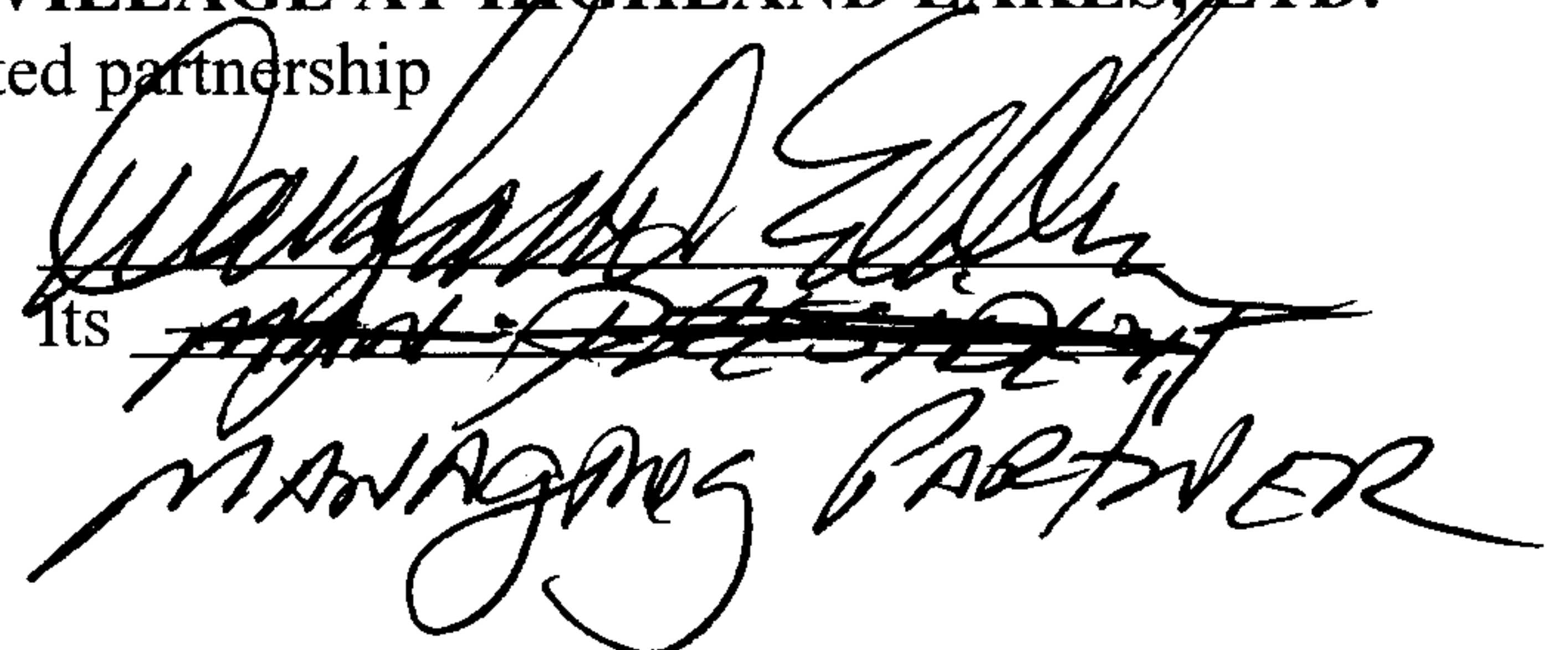
IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date first set forth above.

ACCOMMODATION MORTGAGOR:

THE VILLAGE AT HIGHLAND LAKES, LTD.
a limited partnership

By:

Its


MANAGING PARTNER



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BORROWER:

**THE VILLAGE AT HIGHLAND LAKES
IMPROVEMENT DISTRICT**

By: Douglas D. Eddleman
Its: Chairman of the Board of Directors

BANK:

COMPASS MORTGAGE CORPORATION

By: BEN C. HENDRIX
Its: SR VICE PRESIDENT

COMPASS MORTGAGE CORPORATION

By: Charles R. Herndon
Its: SVP

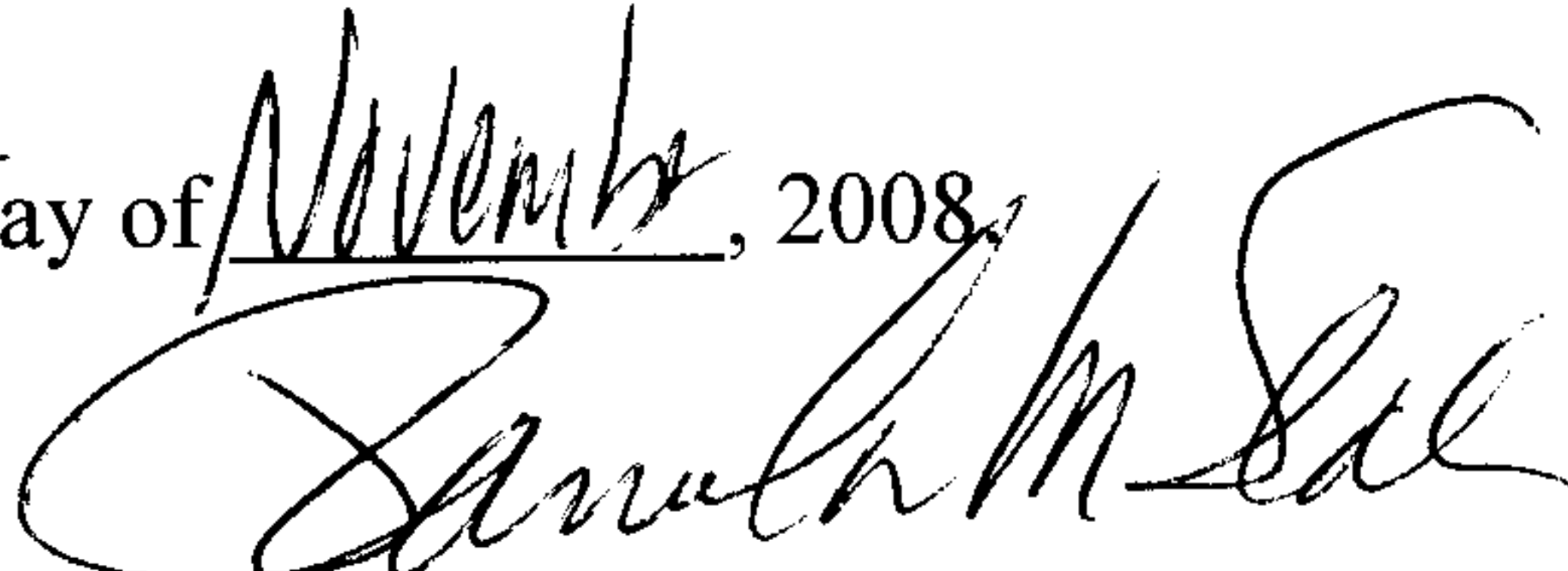
STATE OF ALABAMA)

COUNTY OF Jefferson)

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Member of The Village at Highland Lakes, Ltd., a limited partnership, 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 Member and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand this the 1st day of November, 2008.



Notary Public

My commission expires:

3/13/2010

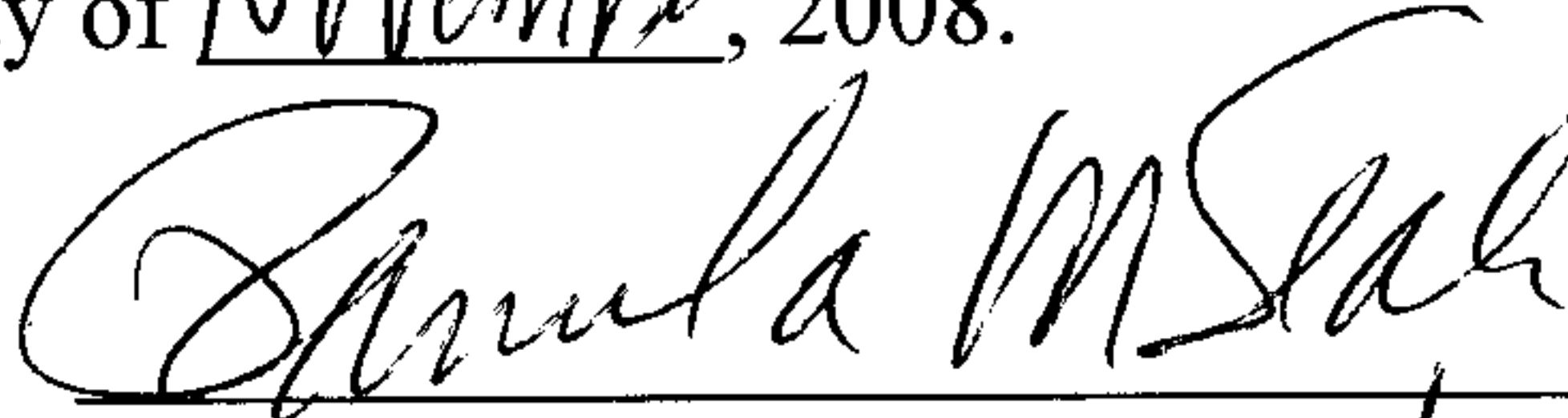
[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Chairman of the Board of Directors of **THE VILLAGE AT HIGHLAND LAKES IMPROVEMENT DISTRICT**, an Alabama public 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 this the 1st day of November, 2008.



Notary Public

My commission expires:

3/13/2010

[NOTARIAL SEAL]



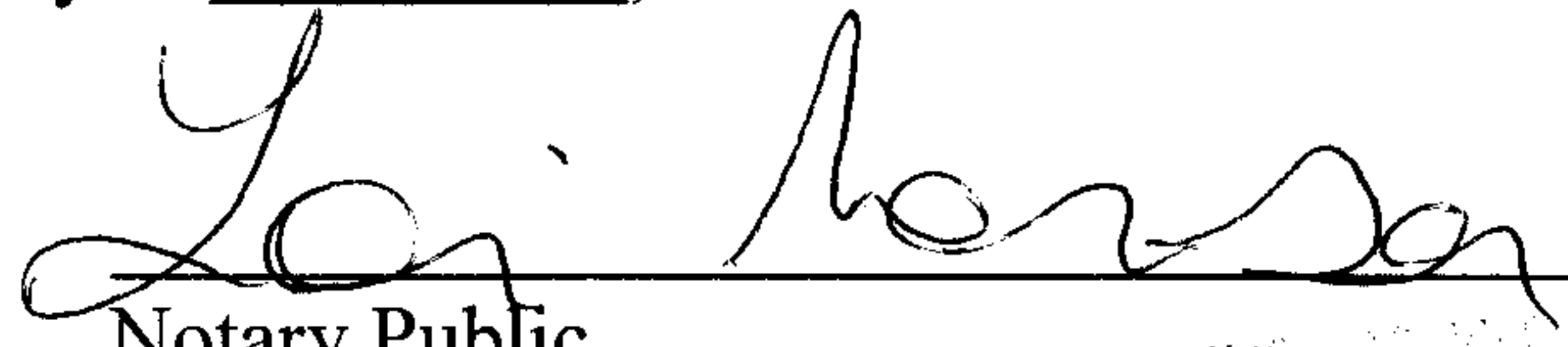
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STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chuck Weirton, 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 this the 24 day of November, 2008.



Notary Public

[NOTARIAL SEAL]

My commission expires: 12/22/2011