


This instrument prepared by:
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Post Office Box 306
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20081222000472560 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/22/2008 11:28:54AM 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 BANK**, an Alabama state banking corporation ("Bank"), **CHELSEA PARK, INC.** ("Borrower"), and **CHELSEA PARK PROPERTIES, LTD.**, an Alabama limited partnership ("Accommodation Mortgagor").

P R E A M B L E

WHEREAS, Borrower is indebted to Bank as evidenced by a Revolving Credit Commercial Note dated May 14, 2004, said Note being amended by certain Notes dated September 20, 2004; and secured by an Accommodation Future Advance Mortgage Assignment of Rents and Leases and Security Agreement on real property situated in Shelby County, Alabama, which is recorded in **Instrument No. 20040729000422060** in the Office of the Judge of Probate, Shelby County, Alabama (as amended, the "Mortgage"), and which was amended effective as of December 7, 2004 by an Accommodation Mortgage Modification Agreement which was recorded in **Instrument No. 20050211000068980** in the Office of the Judge of Probate, Shelby County, Alabama;

WHEREAS, Borrower is justly obligated to 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"); and

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

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 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 and VHLID to 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.

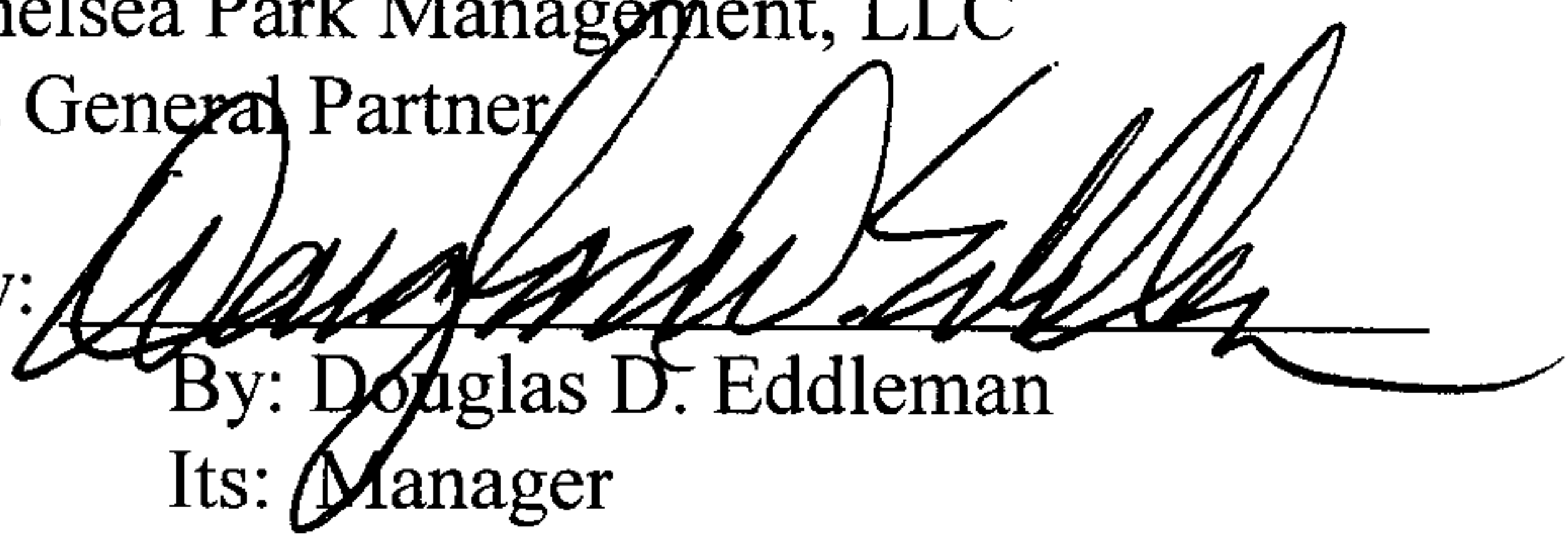
C. Representations and Warranties. Accommodator Mortgagor, Borrower and VHLID hereby reaffirm as of the date hereof each representations and warranties contained in the Mortgage and the documents evidencing the 2008 Swap.

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

ACCOMMODATION MORTGAGOR:

CHELSEA PARK PROPERTIES, LTD.
a limited partnership

By: Chelsea Park Management, LLC
Its General Partner

By: 
By: Douglas D. Eddleman
Its: Manager



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BORROWER:

CHELSEA PARK, INC.


By: Douglas D. Eddleman
Its: President

BANK:

COMPASS BANK

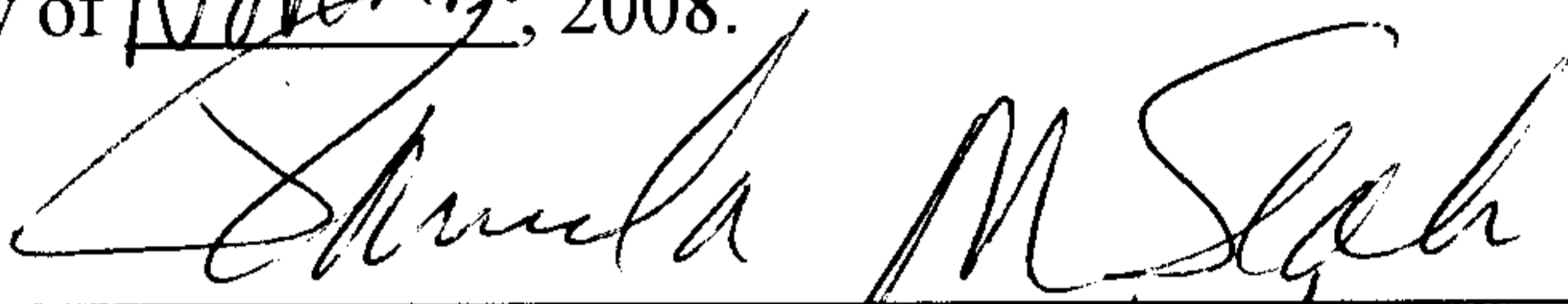
By: Ben C. Hendrix
Its: SR Vice President

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 Manager of **CHELSEA PARK MANAGEMENT, LLC**, a limited liability company acting in its capacity as General Partner of Chelsea Park Properties, 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 manager and with full authority, executed the same voluntarily and as the act of said limited liability company on behalf of said limited partnership.

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



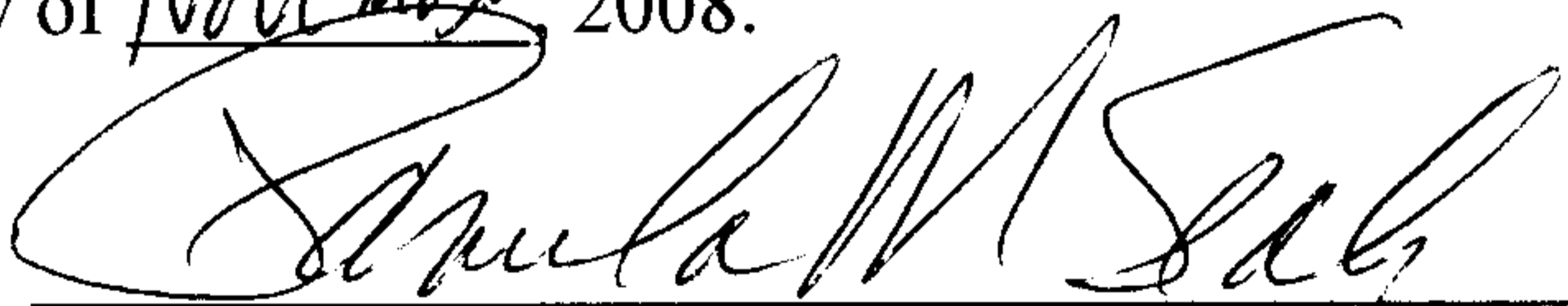
Notary Public
My commission expires: 3/13/2010

[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 President of **CHELSEA PARK, INC.**, a 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]

STATE OF ALABAMA)

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COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ben Hendrix, whose name as SVP 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 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.

Jon Hanson

Notary Public

My commission expires: _____

[NOTARIAL SEAL]