


**Note to Recording Office:** Recording Tax was paid on the Indebtedness referenced herein upon the original recording of the mortgages referenced herein.

**THIS INSTRUMENT WAS PREPARED BY**  
**AND AFTER RECORDING RETURN TO:**

Jennifer Powell Miller  
Balch & Bingham LLP  
1901 6th Avenue North  
Suite 1500  
Birmingham, Alabama 35203

  
20091222000467640 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
12/22/2009 03:09:58 PM FILED/CERT

STATE OF ALABAMA )

SHELBY COUNTY )

### AMENDMENT TO MORTGAGE

This Amendment to Mortgage dated as of the 12th day of December, 2009, is executed by **EDDLEMAN PROPERTIES, LLC**, an Alabama limited liability company (the "Accommodation Mortgagor"), as mortgagor, **HIGHLAND LAKES COMMUNITY, INC.**, an Alabama corporation (the "Borrower"), in favor of **COMPASS BANK**, an Alabama state banking corporation (the "Lender"), as mortgagee.

### Recitals

**WHEREAS**, Borrower is indebted to Lender on a line of credit in the original principal amount of \$4,000,000.00 (as amended, the "Loan") as evidenced by a \$4,000,000.00 Promissory Note dated December 18, 2006 (as amended, the "Note"), and secured by a Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement granted by Accommodation Mortgagor in favor of Lender for the benefit of Borrower dated as of April 28, 2009, recorded under Instrument Number 20090519000188830 in the Office of the Judge of Probate of Shelby County, Alabama (as amended, the "Mortgage").

**WHEREAS**, the Mortgage secured an original principal amount of \$4,000,000.00, as has subsequently been reduced to \$2,000,000.00 (such amount being comprised of one loan, represented by the Note) and all other indebtedness recited in the Mortgage.

**WHEREAS**, Lender made a loan to Park Homes, LLC, an Alabama limited liability company ("Park Homes"), in the principal amount of \$3,959,659.00 (as amended, the "Park Homes Loan") evidenced by a Promissory Note dated as of June 26, 2008 in the original principal amount of \$3,959,659.00 (as amended, the "Park Homes Note"); such Park Homes Note being secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement granted by Park Homes in favor of Lender dated as of June 26, 2008





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and recorded in the Office of the Judge of Probate of Shelby County, Alabama under Instrument Number 20080702000270300 (the "Park Homes Mortgage"); and

**WHEREAS**, Borrower and Lender have agreed that the Mortgage also shall secure (i) the Park Homes Loan and (ii) the Park Homes Note which equals an additional \$3,959,659.00 in principal so that the total amount secured by the Mortgage is \$5,959,659.00 in principal amount.

**WHEREAS**, Borrower and Lender desire to amend the terms of the Mortgage as set forth herein.

### **Agreement**

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

1. The first "WHEREAS" clause on the first page of the Mortgage is hereby deleted and the following clauses are inserted in its place:

**"WHEREAS**, Borrower is justly indebted to Bank on a loan (the 'Highland Loan') in the principal sum of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated December 18, 2006 in the original principal amount of \$4,000,000.00, as subsequently reduced to \$2,000,000.00, payable to Bank with interest thereon (the 'Highland Note') on demand or as otherwise provided in the Highland Note; and

**WHEREAS**, Borrower has agreed that this Mortgage also shall be ADDITIONAL SECURITY for that certain indebtedness of Park Homes, LLC, an Alabama limited liability company in the principal amount of THREE MILLION NINE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY-NINE AND NO/100 DOLLARS (\$3,959,659.00) (the 'Park Homes Loan' and together with the Highland Loan, the 'Loan') as evidenced by a Promissory Note dated as of June 26, 2008 in the original principal amount of \$3,959,659.00 (as amended, the 'Park Homes Note' and together with the Highland Note, the 'Note'); such Park Homes Note being originally secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement granted by Park Homes, LLC in favor of Lender dated as of June 26, 2008 and recorded in the Office of the Judge of Probate of Shelby County, Alabama under Instrument Number 20080702000270300;

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

3. The Mortgage shall be ADDITIONAL SECURITY for the Park Homes Note and the Park Homes Loan.

4. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.





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

**ACCOMMODATION MORTGAGOR:**

**EDDLEMAN PROPERTIES, LLC,**  
 an Alabama limited liability company

By: *Douglas D. Edleman* (SEAL)

Its *MANAGING MEMBER*

STATE OF *Alabama*

COUNTY OF *Jefferson*

I, the undersigned, Notary Public in and for said County in said State, hereby certify that *Douglas D. Edleman* whose name as *Managing Member* of **EDDLEMAN PROPERTIES, 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 the instrument, \_\_\_\_\_, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the *17<sup>th</sup>* day of *December*, 2009.


*Blandyn Kimbrell*  
 Notary Public

[NOTARIAL SEAL]

My commission expires: *4/4/10*

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

**BORROWER:**

  
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**HIGHLAND LAKES COMMUNITY, INC.,**  
an Alabama corporation

By:  (SEAL)

Its: PRESIDENT

By:  (SEAL)

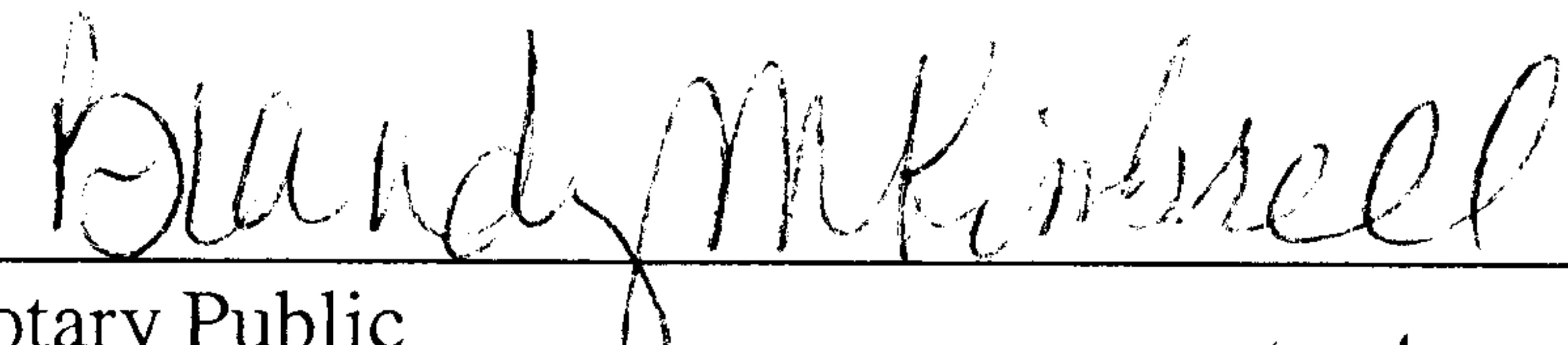
Its: CEO

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman whose name as President of **HIGHLAND LAKES COMMUNITY, 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 the instrument, \_\_\_\_, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 17<sup>th</sup> day of December, 2009.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: 4/4/10



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

**LENDER:**

**WITNESS:**

**COMPASS BANK**

Kati Gifford

By: BH  
Its: SR Vice President

Date Executed: 12/17/09, 2009



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STATE OF ALABAMA

COUNTY OF JEFFERSON

I, B Ann Moore, a notary public in and for said county in said state, hereby certify that Ben C. Hendrix, whose name as SR Vice Pres. 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 17th day of December, 2009.

B Ann Moore  
Notary Public

[ Notarial Seal ]

My Commission Expires: 11-6-10