


THIS INSTRUMENT WAS PREPARED BY:

Katie Booth
Balch & Bingham LLP
P. O. Box 306
Birmingham, AL 35201


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO MORTGAGE

This Amendment to Mortgage is effective as of the 10th day of October, 2009, between **COMPASS MORTGAGE CORPORATION**, an Alabama corporation (the “**Lender**”), and **THE CHELSEA PARK IMPROVEMENT DISTRICT ONE**, a public corporation (the “**Borrower**”).

WHEREAS, in connection with a loan from Lender to Borrower in the original principal amount of \$5,250,000.00 (the “**Loan**”), Borrower executed and delivered to Lender, among other documents (collectively, the “**Loan Documents**”), the following documents dated February 16, 2009: (i) Temporary Special Assessment Revenue Bond Series 2009 in the amount of \$5,250,000.00 issued by Borrower (the “**Bond**”); (ii) Indenture and Supplement to Indenture by and between Borrower and Lender (together the “**Indenture**”); (iii) Bond Repayment Agreement by and between Lender and Chelsea Park, Inc. (the “**Bond Repayment Agreement**”); (iii) Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement (Alabama) executed by Borrower in favor of Lender and recorded in the Probate Office of Shelby County at Instrument Number 20090218000058270 (the “**Borrower Mortgage**”); (iv) Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) executed by Borrower and Chelsea Park, Inc. in favor of Lender and recorded in the Probate Office of Shelby County, Alabama at Instrument Number 20090218000058280 (the “**Obligor Mortgage**”); and (v) Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) executed by Borrower and Chelsea Park Properties, Ltd. in favor of Lender and recorded in the Probate Office of Shelby County, Alabama at Instrument Number 20090218000058290 (the “**Ltd. Mortgage**”); and

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

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

1. Exhibit A to the Borrower Mortgage shall be amended to include the lots described on Exhibit A-1 hereto, which were inadvertently excepted from the original Exhibit A to the Borrower Mortgage.

2. The Borrower Mortgage shall continue to secure the Loan, as amended.

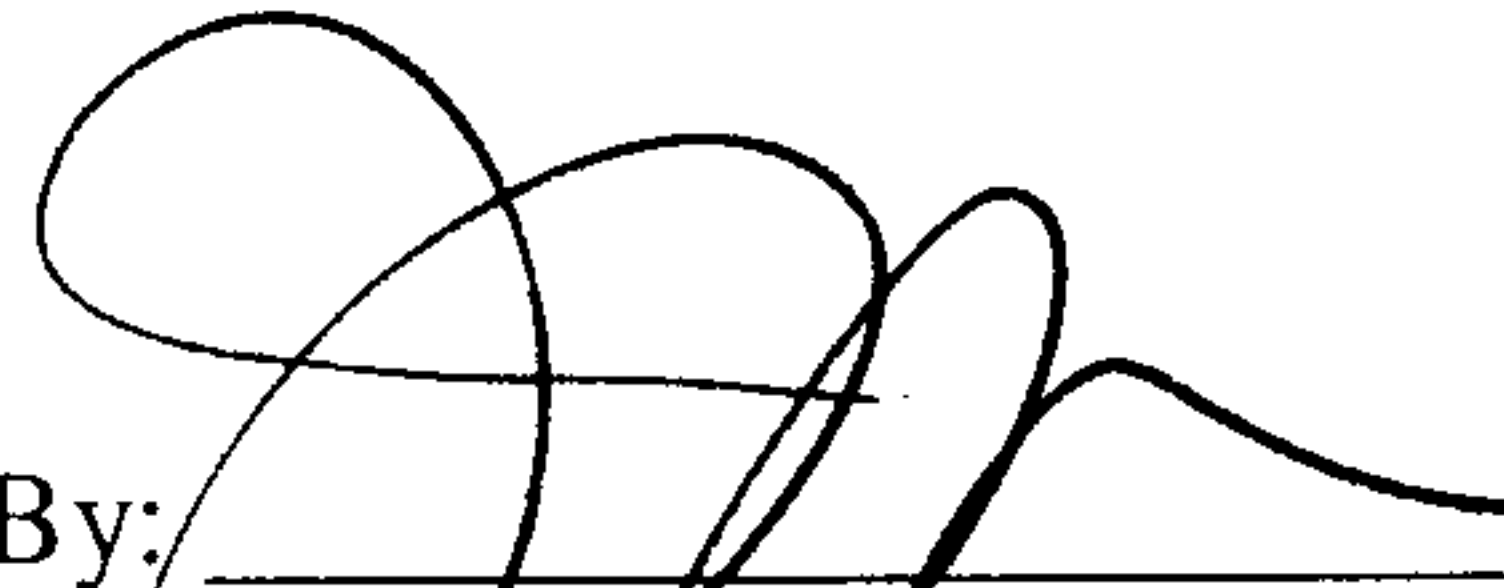
3. Except as modified herein, all other terms and conditions of the Borrower Mortgage shall remain in full force and effect.

4. 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 collectively one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment of Mortgage to be executed and effective as of the day and year first above written, although actually executed on the day or dates reflected below.

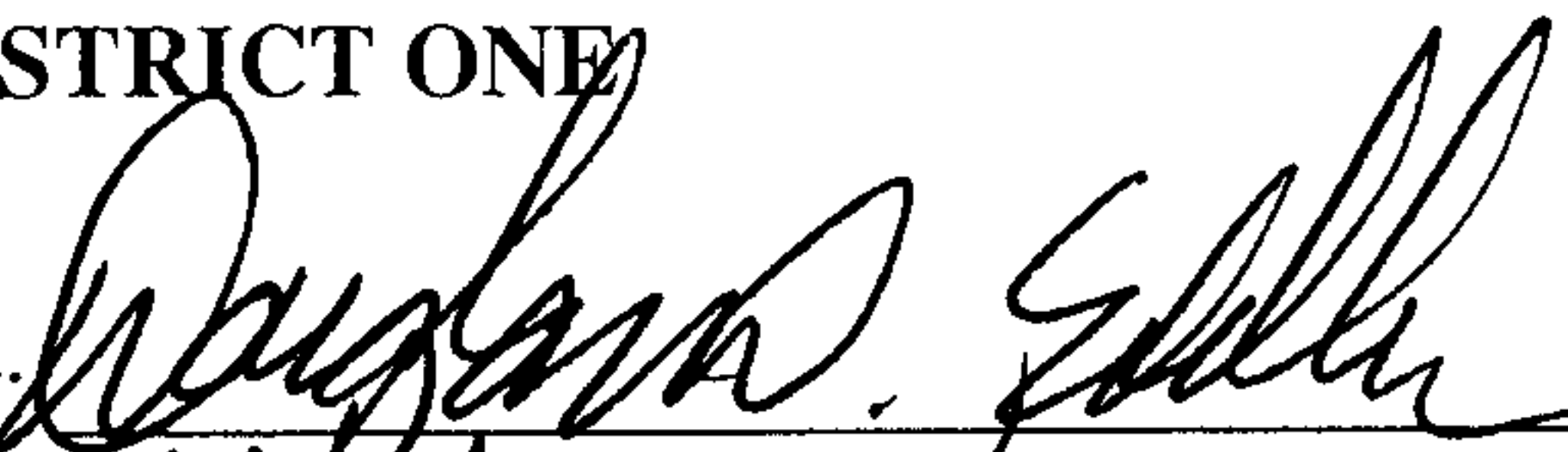
LENDER:

**COMPASS MORTGAGE
CORPORATION**

By: 
Its: EXECUTIVE VP
Date: 12/23/09

BORROWER:

**CHELSEA PARK IMPROVEMENT
DISTRICT ONE**

By: 
Its: Chairman
Date: 12/21/09

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. Fiddleman, whose name as Chairman of CHELSEA PARK IMPROVEMENT DISTRICT ONE, a 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 such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal this 10th day of October, 2009.

Pamela M Seale
Notary Public

[Notarial Seal]

My Commission Expires: 3/13/2010

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Diane D. Marshall, a notary public in and for said county in said state, hereby certify that JONATHAN P. MULLIKEN, whose name as EXEC VP 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 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 23 day of December, 2009.

Diane D Marshall
Notary Public

My Commission Expires: 3/3/2011

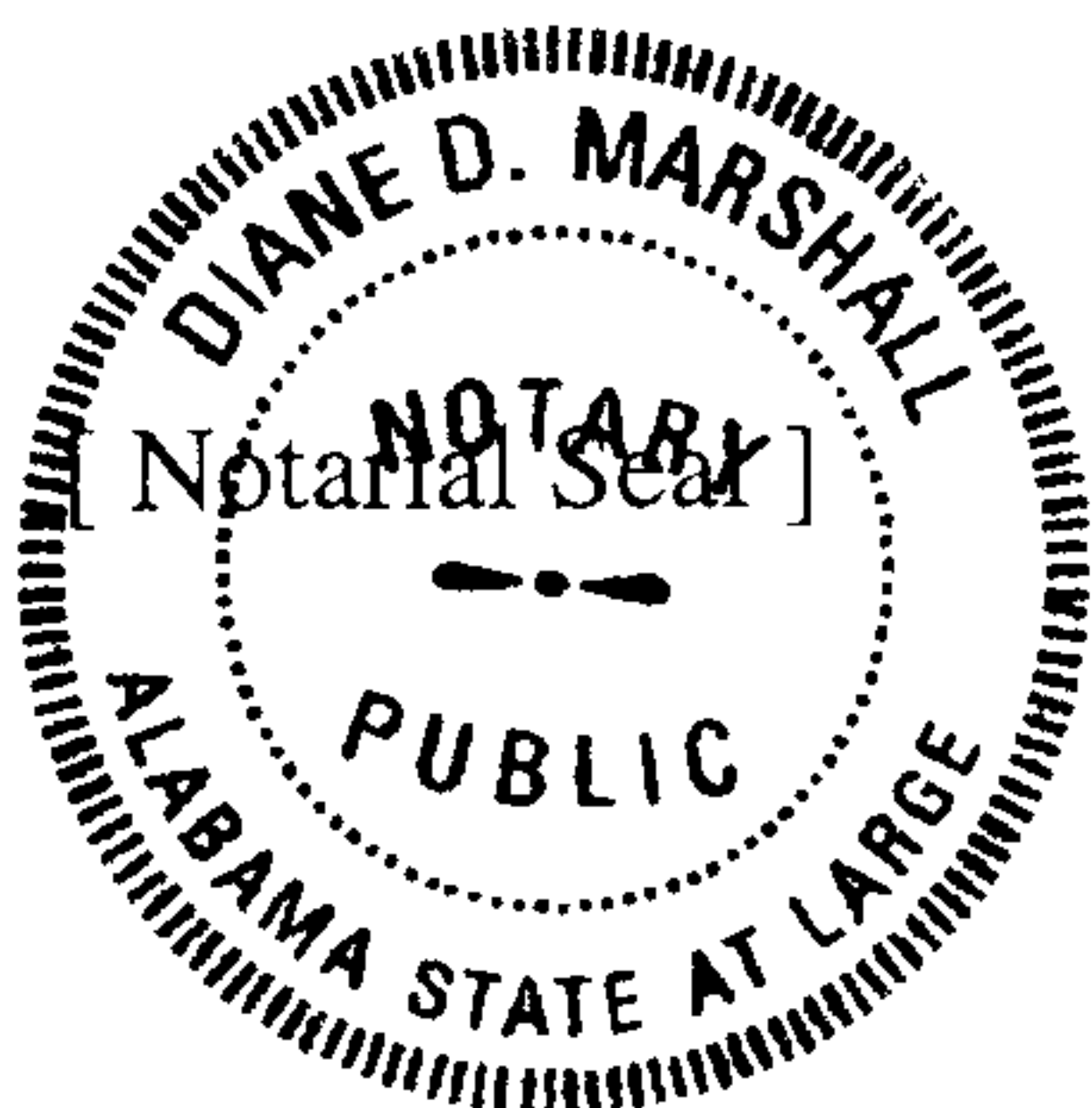


EXHIBIT A-1

The following lots shall be included in the legal description on Exhibit A to the Borrower Mortgage:

Lots 1-88, 1-91, 1-92 and 1-94, Chelsea Park, 1st Sector, Phase I and Phase II as recorded in Map Book 34, Page 21.

All lots in Chelsea Park 1st Sector Phase IV as recorded in Map Book 36, Page 24, except Lots 1-107, 1-109, 1-110, 1-111, 1-112 and 1-113 which were resurveyed.

Lots 1-109A, 1-110A, 1-111A, 1-112A and Lot 1-113A, Resurvey of Lots 1-107 & 1-109 thru 1-113 Chelsea Park, First Sector, Phase IV, as recorded in Map Book 39, Page 46.

Lots 1-27 to 1-47, inclusive and Lot 1-51, Chelsea Park 1st Sector, Phase III as recorded in Map Book 36, Page 34.

Lots 6-2 to 6-4, inclusive, Lots 6-72 to 6-82, inclusive, Lots 6-92 to 6-96, inclusive, Lots 6-98 to 6-101, inclusive, Lots 6-127 to 6-135, inclusive, Chelsea Park 6th Sector as recorded in Map Book 37, Page 13 along with that portion to be designated as 6th Sector Phase II and acreage therewith.

Lots 4-4, 4-8, 4-9, 4-15, 4-96, 4-101, 4-102, 4-107, 4-109 and 4-111, Chelsea Park 4th Sector as recorded in Map Book 34, Page 147.