

Loan # 330000509002

**AMENDMENT
TO
REAL ESTATE MORTGAGE**

THIS AMENDMENT amends is by and among **THORNTON NEW HOME SALES, INC.** and **THORNTON CONSTRUCTION COMPANY, INC.** and amends that certain Real Estate Mortgage (hereinafter "Mortgage") executed on September 4, 2007 in favor of **BANCORPSOUTH (also known as BANCORPSOUTH BANK)** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 20070911000425620 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the following described property, to wit:

Lot 137, according to the Map and Survey of Chesser Reserve Phase I, as recorded in Map Book 38, Page 115 A and B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Mortgage secures a Note in the original principal amount of \$148,720.00 executed by **THORNTON CONSTRUCTION COMPANY, INC.** as amended, renewed and extended from time to time and on this date, and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$223.20 was paid.

WHEREAS, Bank desires **THORNTON NEW HOME SALES, INC.** to confirm that this Mortgage evidences a continuation of that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated June 21, 2007 and recorded in Instrument 20070625000296180 executed by **THORNTON NEW HOME SALES, INC.** (as successor by merger to **CHESSER PLANTATION, INC.**) and that **THORNTON NEW HOME SALES, INC.** is liable thereon as if **THORNTON NEW HOME SALES, INC.** fully executed same.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to amend the Note, **THORNTON NEW HOME SALES, INC.** and **THORNTON CONSTRUCTION COMPANY, INC.** both ratify and confirm the Mortgage as of this date.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 28th day of December, 2009.

THORNTON CONSTRUCTION COMPANY, INC.

BY: [Signature]
Print Name: James M. Thornton
Title: President

THORNTON NEW HOME SALES, INC.

BY: [Signature]
Print Name: James M. Thornton
Title: President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James M. Thornton, whose name as President of THORNTON CONSTRUCTION COMPANY, INC., 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 said instrument, he, as such member, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 28th day of December, 2009.

[Signature: Greta Fuller Gutzshall]
NOTARY PUBLIC
My Commission Expires: 2-7-10

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James M. Thornton whose name as President of THORNTON NEW HOME SALES, INC., 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 said instrument, he, as such member, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 28th day of December, 2009.

[Signature: Greta F. Gutzshall]
NOTARY PUBLIC
My Commission Expires: 2-7-10

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600



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Shelby Cnty Judge of Probate, AL
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