

This Instrument Prepared By:
Jennifer Powell Miller
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203
(205) 251-8100

**STATE OF ALABAMA
COUNTY OF SHELBY**

**AMENDMENT TO AMENDED AND RESTATED
FUTURE ADVANCE ACCOMMODATION MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

This Amendment to Amended and Restated Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement ("Agreement") made effective as of the 3rd day of February, 2010, between **COMPASS BANK**, an Alabama banking corporation (the "**Lender**"), **EDDLEMAN HOMES, LLC**, an Alabama limited liability company (the "**Borrower**"), **PARK HOMES, LLC**, an Alabama limited liability company, **HIGHLAND LAKE HOMES, LLC**, an Alabama limited liability company, **REGENT PARK HOMES, LLC**, an Alabama limited liability company, **COURTSIDE DEVELOPMENT, INC.**, an Alabama corporation, and **STERLING PLACE, LLC**, an Alabama limited liability company (hereinafter individually and collectively called "**Accommodation Mortgagor**").

WHEREAS, in connection with a line of credit for construction of residential homes (the "**Loan**") from Lender to Borrower in the original principal amount of \$15,000,000.00, the Borrower and the Accommodation Mortgagor executed and delivered to Lender, or otherwise authorized the filing of other documents (collectively, the "**Loan Documents**"), the following documents dated as of February 12, 2007, to evidence and secure the Loan: (i) Master Revolving Credit Promissory Note in the amount of \$15,000,000.00 (executed only by the borrower – the "**Note**"); (ii) Master Guidance Line Agreement for Construction Financing (the "**Loan Agreement**"); (iii) Amended and Restated Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement dated August 7, 2009 and recorded at Instrument No. 20090818000318620 in the Probate Office of Shelby County, Alabama and under Mortgage Book 2009, Page 41238 in the Probate Office of St. Clair County, Alabama (the "**Mortgage**"), as amended by that certain Amendment to Amended and Restated Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement executed by Lender, Borrower and each Accommodation Mortgagor dated January 18, 2010 and recorded at Instrument No. 20100128000028250 in the Probate Office of Shelby County, Alabama; and

WHEREAS, Borrower, Accommodation Mortgagor and Lender have agreed to amend the Mortgage as set forth herein.

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

1. **Exhibit A** to the Mortgage is amended to add the parcels of real property described on **Exhibit A-1** hereto (the "**Additional Land**"), which Additional Land shall in all respects be considered as part of the Mortgaged Property under the Mortgage to the same extent as if originally included under the real property described in said **Exhibit A**. For good and valuable consideration,

Borrower and Accommodation Mortgagor, to the extent of their respective interests, do hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the Additional Land, to secure the same indebtedness (however described) as set forth in the Mortgage and under the same terms, condition, warranties and representations as set forth in the Mortgage, all of which are hereby adopted by reference.

2. Borrower and each Accommodation Mortgagor hereby warrant that, subject to those matters set forth on **Exhibit B-1** hereto, and with respect to the individual lots identified on **Exhibit C-1** as being owned by such Borrower and Accommodation Mortgagor, it is lawfully seized of an indefeasible estate in fee simple in the individual lots identified on **Exhibit C-1** as being owned by such Borrower or Accommodation Mortgagor, and has good and absolute title to all existing personal property hereby granted as security with respect to such lots, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interest, liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statement, and anything of a similar nature, and that Borrower and Accommodation Mortgagor shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.
3. All references in the other Loan Documents to the Mortgage shall mean the Mortgage, as amended hereby.
4. Each of the Loan Documents shall be deemed amended to the extent necessary to carry out the intent of this Agreement. Without limiting the generality of the foregoing, each exhibit in the Loan Documents describing the parcels of real property to be used as collateral for this Loan shall be deemed to be amended as amended hereby.
5. Except as modified herein, all other terms and conditions of the Loan Document shall remain in full force and effect.
6. 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 one (1) document and agreement, but in making proof of this document, it shall not be necessary or produce for account for more than one such counterpart, and counterpart pages may be combined into one single document.

[Remainder of this page is blank – signature pages follow]



20100226000058470 3/13 \$52.00
Shelby Cnty Judge of Probate, AL
02/26/2010 02:30:25 PM FILED/CERT

IN WITNESS WHEREOF, Lender, Borrower, and Accommodation Mortgagor have caused this Amendment to be executed effective as of the day and year first set forth above.

LENDER:

WITNESS:

COMPASS BANK,
an Alabama banking corporation

Katri Gifford

By: BH
Its: 52 Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, April C Price, a notary public in and for said county in said state, hereby certify that Ben Hendrix, whose name as Vice President 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 3rd day of February, 2010.

April C Price
Notary Public

[Notary Seal]

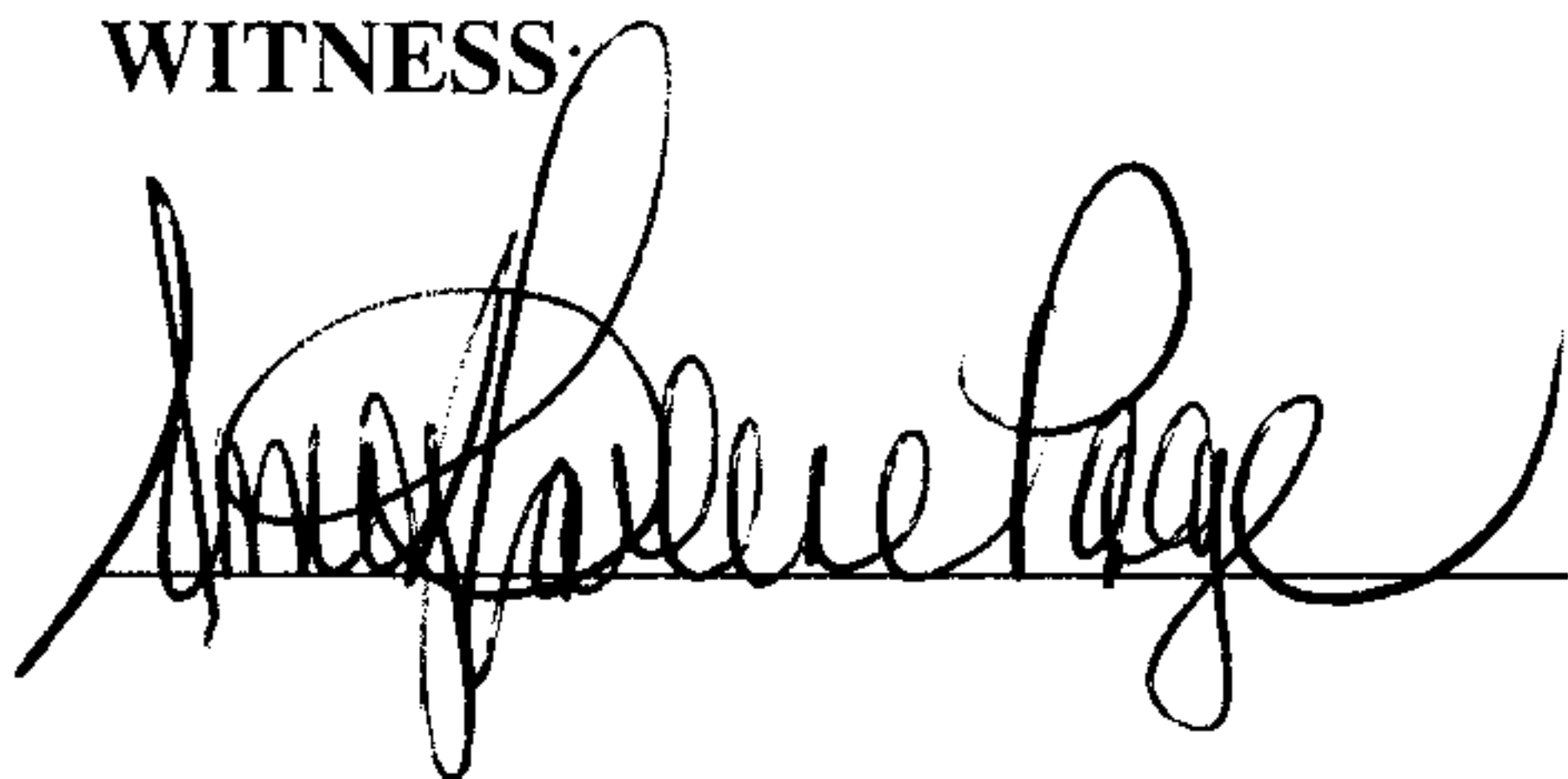
My Commission Expires: 11/20/2011



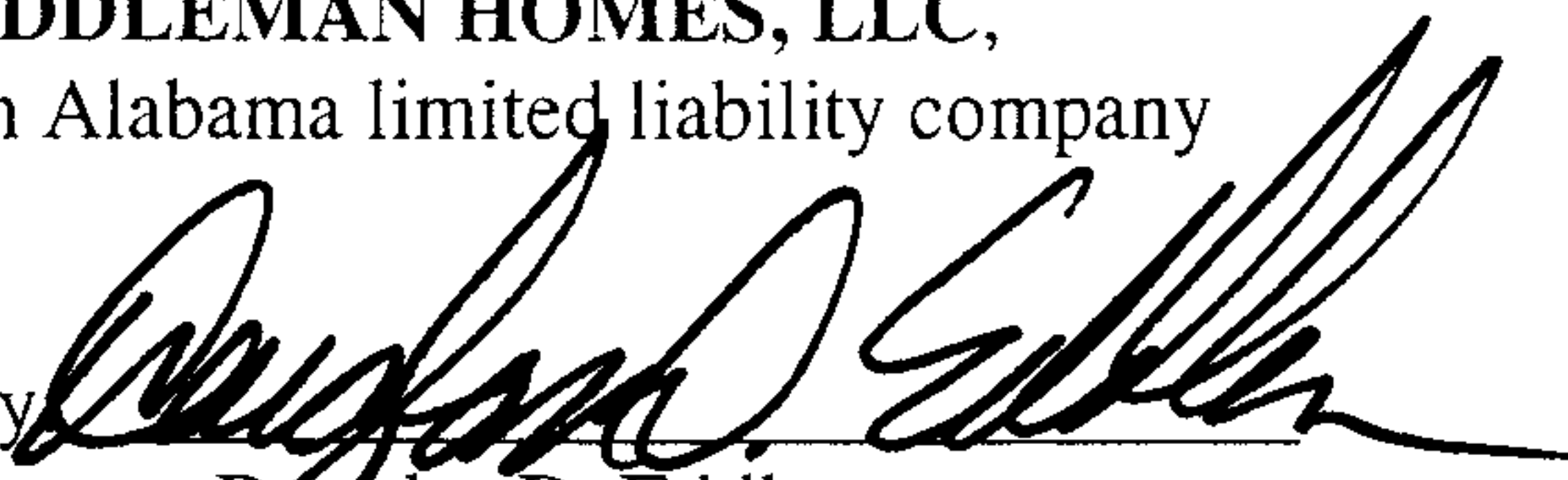
20100226000058470 4/13 \$52.00
Shelby Cnty Judge of Probate, AL
02/26/2010 02:30:25 PM FILED/CERT

BORROWER:

WITNESS:



EDDLEMAN HOMES, LLC,
an Alabama limited liability company

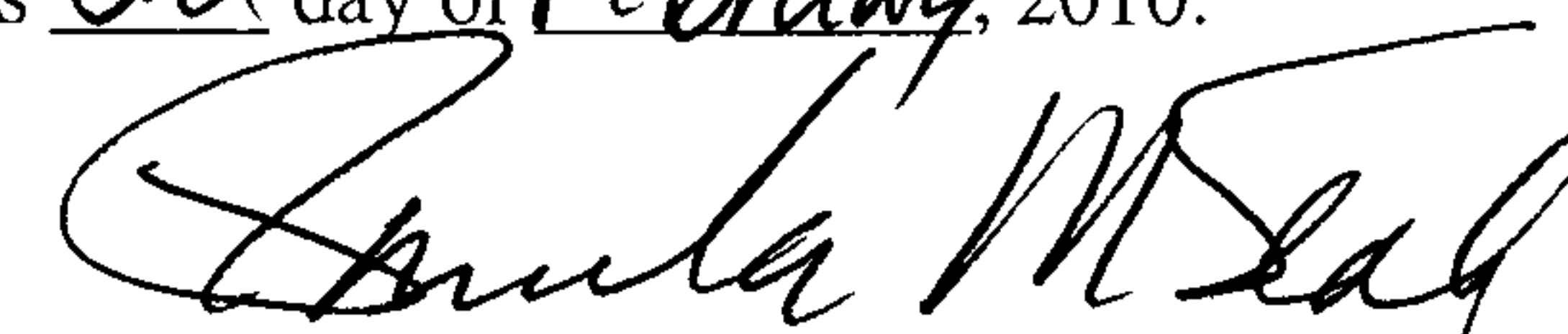
By 
Douglas D. Eddleman,
Its Manager

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. Eddleman, whose name as Manager of **EDDLEMAN HOMES, 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 such instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 3rd day of February, 2010.


Notary Public

[Notary Seal]

My Commission Expires: 3/13/2010



20100226000058470 5/13 \$52.00
Shelby Cnty Judge of Probate, AL
02/26/2010 02:30:25 PM FILED/CERT

ACCOMMODATION MORTGAGOR:

WITNESS:

PARK HOMES, LLC,
an Alabama limited liability company

By
Douglas D. Eddleman, its Manager

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. Eddleman, whose name as Manager of **PARK HOMES, 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 such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 3rd day of February, 2010.

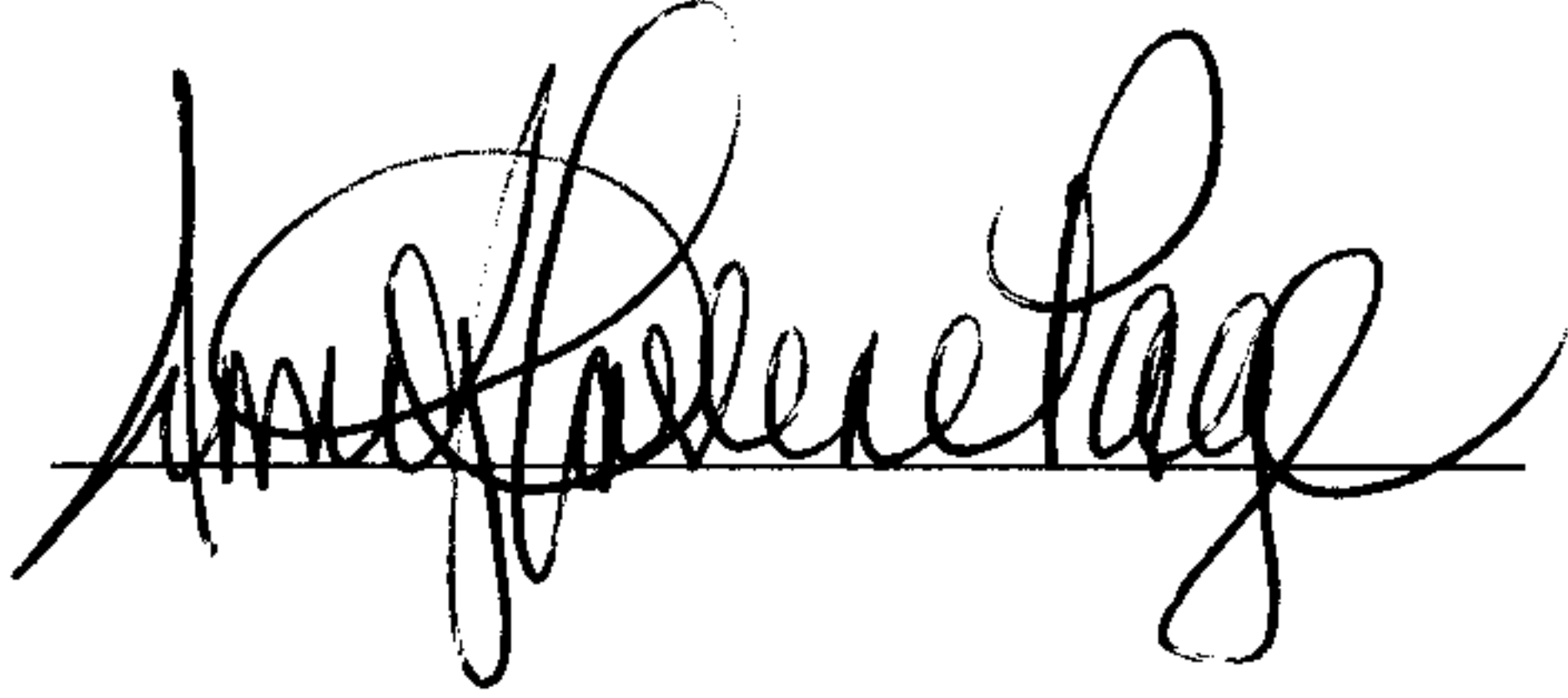
Notary Public

[Notary Seal]

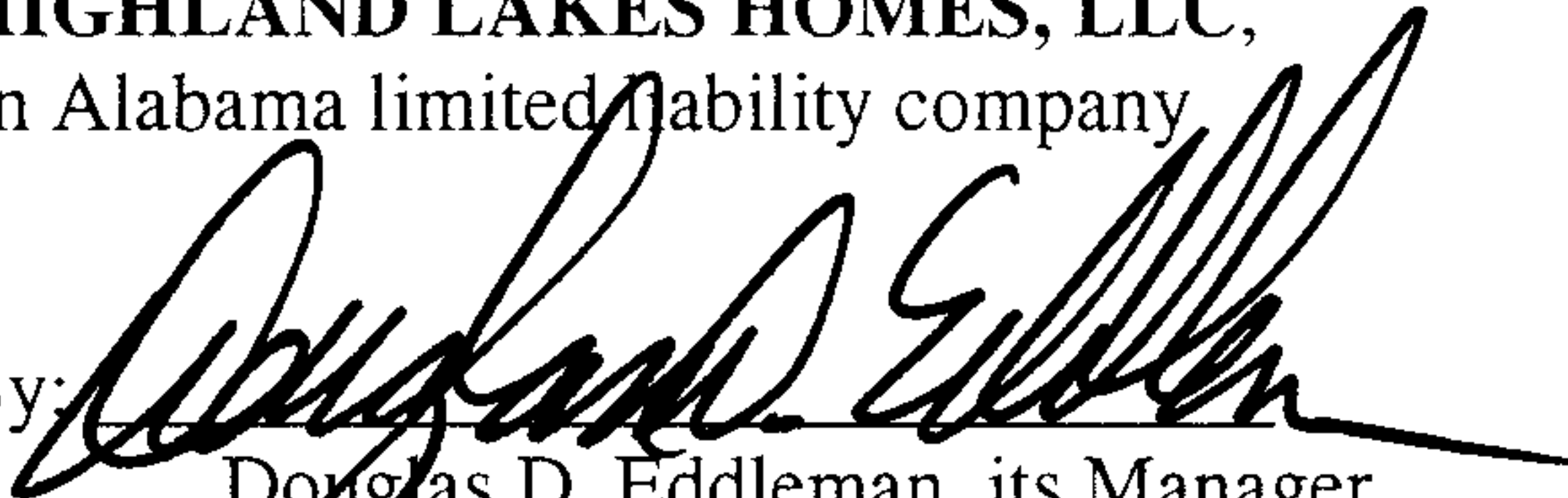
My Commission Expires: 3/13/2010

ACCOMMODATION MORTGAGOR:

WITNESS:



HIGHLAND LAKES HOMES, LLC,
an Alabama limited liability company

By: 
Douglas D. Eddleman, its Manager

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Samela M Seale, a notary public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as Manager of **HIGHLAND LAKES HOMES, 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 such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 3rd day of February, 2010.


Notary Public

[Notary Seal]

My Commission Expires: 3/13/2011



20100226000058470 7/13 \$52.00
Shelby Cnty Judge of Probate, AL
02/26/2010 02:30:25 PM FILED/CERT

ACCOMMODATION MORTGAGOR:

WITNESS:

REGENT PARK HOMES, LLC,
an Alabama limited liability company

By:
Douglas D. Eddleman, its Manager

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Pamela W Seale, a notary public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as Manager of **REGENT PARK HOMES, 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 such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 3rd day of February, 2010.

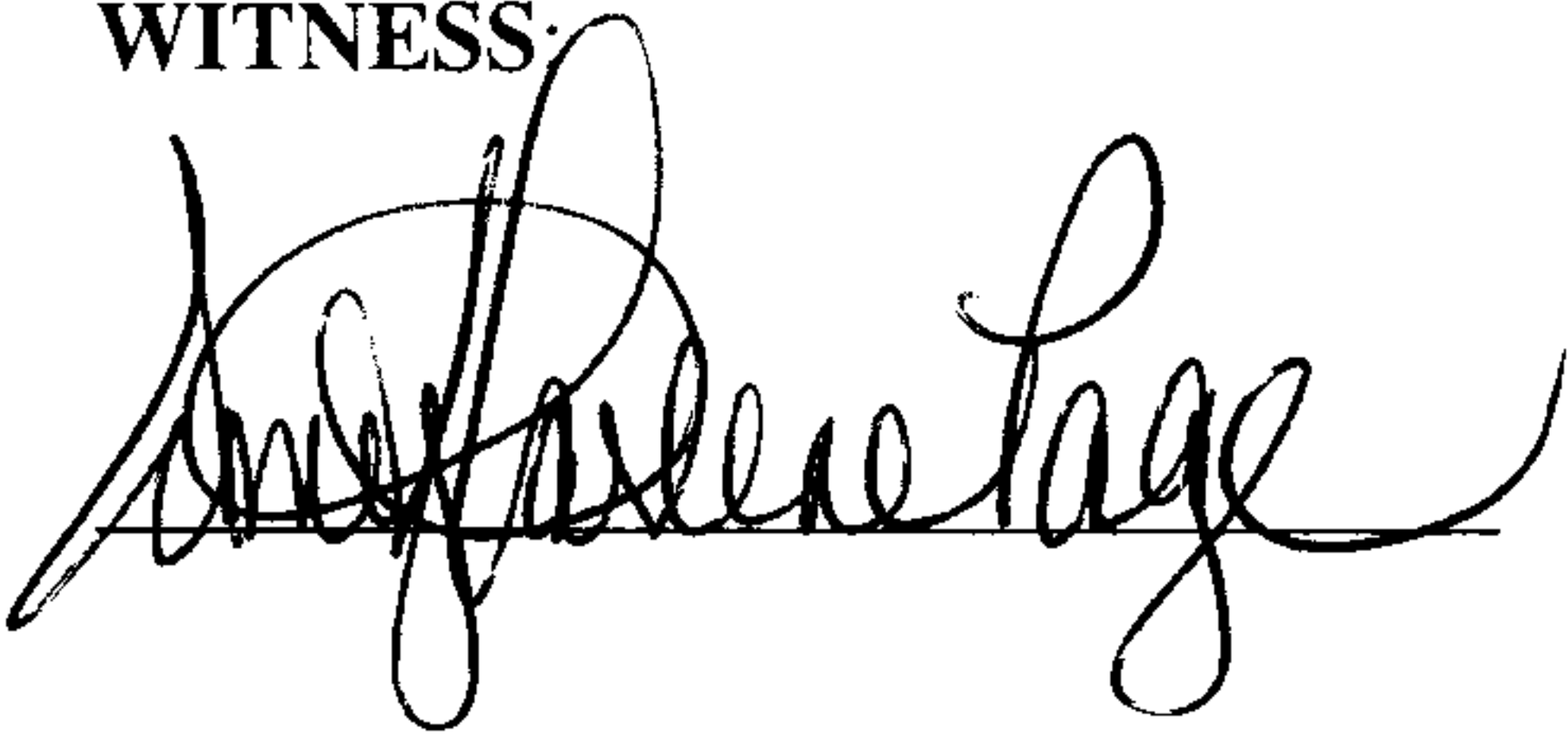
Notary Public

[Notary Seal]

My Commission Expires: 3/13/2011

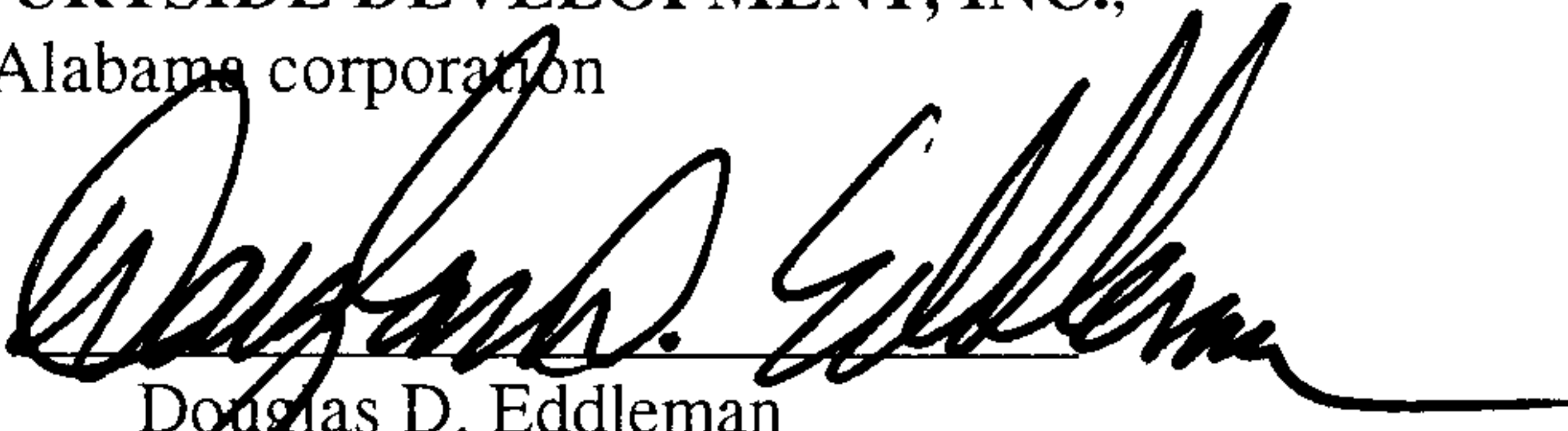
ACCOMMODATION MORTGAGOR:

WITNESS:



COURTSIDE DEVELOPMENT, INC.,
an Alabama corporation

By:

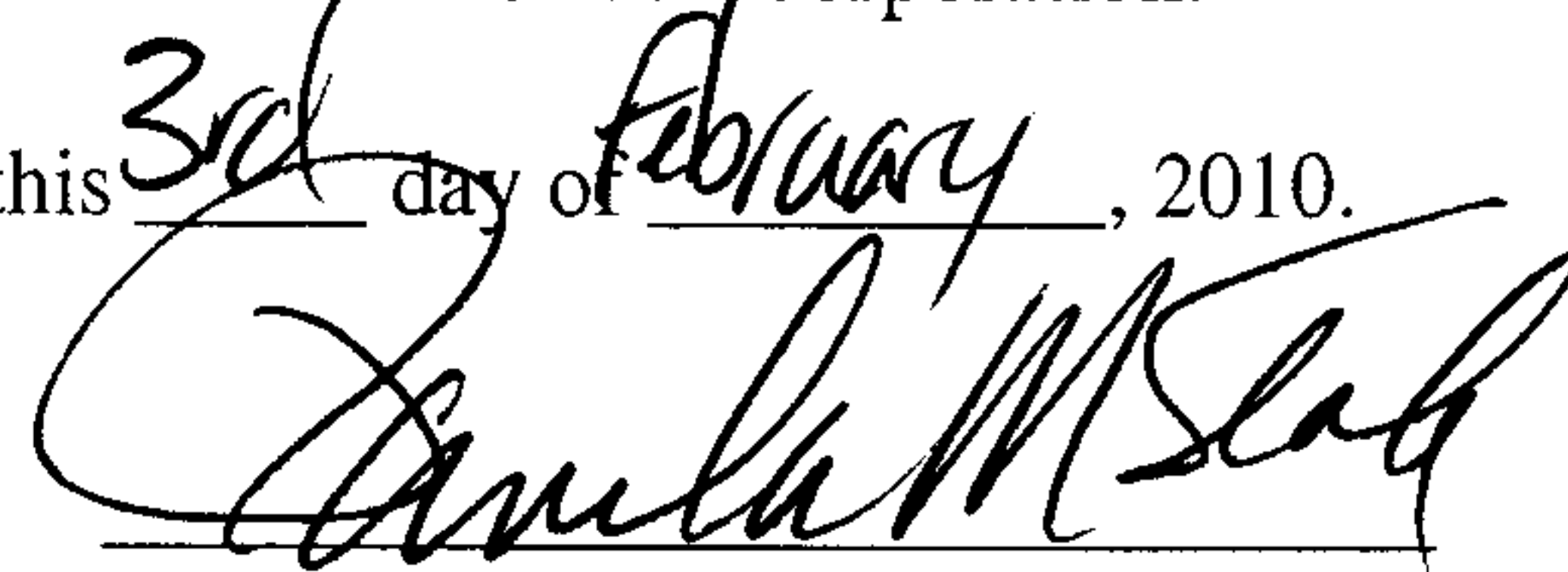

Douglas D. Eddleman
Its President

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. Eddleman, whose name as President of **COURTSIDE DEVELOPMENT, 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 such instrument, he, as such manager and
with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 3rd day of February, 2010.


Notary Public

[Notary Seal]

My Commission Expires: 3/13/2010



20100226000058470 9/13 \$52.00
Shelby Cnty Judge of Probate, AL
02/26/2010 02:30:25 PM FILED/CERT

ACCOMMODATION MORTGAGOR:

WITNESS:

STERLING PLACE, LLC,
an Alabama limited liability company

By:

Douglas D. Eddleman, its Manager

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. Eddleman, whose name as Manager of **STERLING PLACE, 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 such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 3rd day of February, 2010.

Notary Public

[Notary Seal]

My Commission Expires: 3/13/2010



20100226000058470 10/13 \$52.00
Shelby Cnty Judge of Probate, AL
02/26/2010 02:30:25 PM FILED/CERT

Exhibit A-1

Description of Additional Land

The following described property situated in Shelby County, Alabama:

Lot 7-20, 7-30, 7-31, 7-119 and 7-252, according to the Plat of Chelsea Park 7th Sector, First Addition, as recorded in Map Book 37, Page 120, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 7th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20061229000634370, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Also:

Unit 36 in Courtside at Brook Highland, a condominium, as established by that certain Declaration of Condominium of Courtside at Brook Highland, a condominium, which is recorded as Instrument Number 20020521000241450 in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument Number 20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument Number 20020521000241470 in said Probate Office and as reflected in the Plan of Courtside at Brook Highland prepared by K. B. Weygand & Associates, P.C. which is attached as Exhibit C to the Declaration of Condominium recorded as Instrument Number 20020521000241450 and which is also separately recorded in Map Book 28, page 103 in said Probate Office.

Exhibit B-1

Permitted Exceptions to Title – Additional Land

LOTS 7-20, 7-30, 7-31, 7-119, 7-252

Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Instrument No. 20061229000634390 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

Release of damages as recorded in Instrument No. 20061229000634390, as recorded in the Probate Office of Shelby County, Alabama.

The Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by Grantor and filed for record as Instrument No. 20041014000566960 in the Probate Office of Shelby County, Alabama.

Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20061229000634370, in the Probate Office of Shelby County, Alabama.

Easement to BellSouth Telecommunications, Inc. as recorded in Instrument No. 20060630000315710, in the Probate Office of Shelby County, Alabama.

Articles of Incorporation of The Chelsea Park Improvement District Three as recorded in Instrument No. 20050209000065540 and Notice of Final Assessment of District Three as recorded in Instrument No. 20050209000065540.

Easement to Alabama Power Company as recorded in Instrument No. 20061212000602740, in the Probate Office of Shelby County, Alabama.

UNIT 36

Easement to Alabama Power Company as recorded in Real 207, Page 380; Real 220, page 521; and Real 220, page 532, in the Probate Office of Shelby County, Alabama.

Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987, and recorded in Real 125, Page 249.

Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions set out in Real 307, Page 950.

Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54.

Drainage Agreement between AmSouth Bank, N.A., as Ancillary trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125, Page 238.

Easement for sanitary sewer lines and water lines in favor of The Water Works and Sewer Board of the City of Birmingham recorded in Real 194, Page 1.

Restrictive Agreement and Protective Covenants including restrictive use of property as set out in Instrument No. 1992-14567, Real 308, Page 1; and Real 220, page 339.

Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement Systems of Ohio and Billy and Douglas Eddleman, as set out in instrument dated August 9, 1988 and recorded in Real 199, Page 18.

Agreement concerning Electric Service to NCNB/Brook Highland and Alabama Power Company as recorded in Real 306, Page 119.

Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 121, Page 294 and Deed Book 28, Page 581, in the Probate Office of Shelby County, Alabama.

Easement Agreement recorded as Instrument No. 20020510000223870.

Restrictive Covenants as recorded in Real 181, page 995.

Restrictions, limitations and conditions as recorded in Map Book 23, Page 91.

Release of damages as recorded in Instrument No. 1998-15836, as recorded in the Probate Office of Shelby County, Alabama.

Articles of Incorporation of Courtside at Brook Highland Association, Inc., recorded in Instrument No. 2001-29968.

Declaration of Condominium of Courtside at Brook Highland, a Condominium, recorded as Instrument No. 2001-29968 and re-recorded as Instrument No. 20020521000241450 with an Amendment recorded as Instrument No. 200205100022392 and corrected as Instrument No. 20020521000241460 along with corrective Amendment recorded as Instrument No. 20020521000241470.

Subject to limitations and conditions imposed by the Condominium Law of Alabama as set out in Title 35 Chapter 8, Condominium Ownership Act, Acts 1964 1st Executive Sessions No. 206, Pages 266 and Acts 1973 No. 1059, Page 1732, 1975 Code of Alabama.



20100226000058470 13/13 \$52.00
Shelby Cnty Judge of Probate, AL
02/26/2010 02:30:25 PM FILED/CERT

Exhibit C-1

Fee Simple interest in the Additional Land described in this Amendment is owned, as of the date hereof, as follows:

Lots 7-20, 7-30, 7-31, 7-119, 7-252 – all described real property – Park Homes, LLC
Unit 36 – all described real property – Courtside Development, Inc.