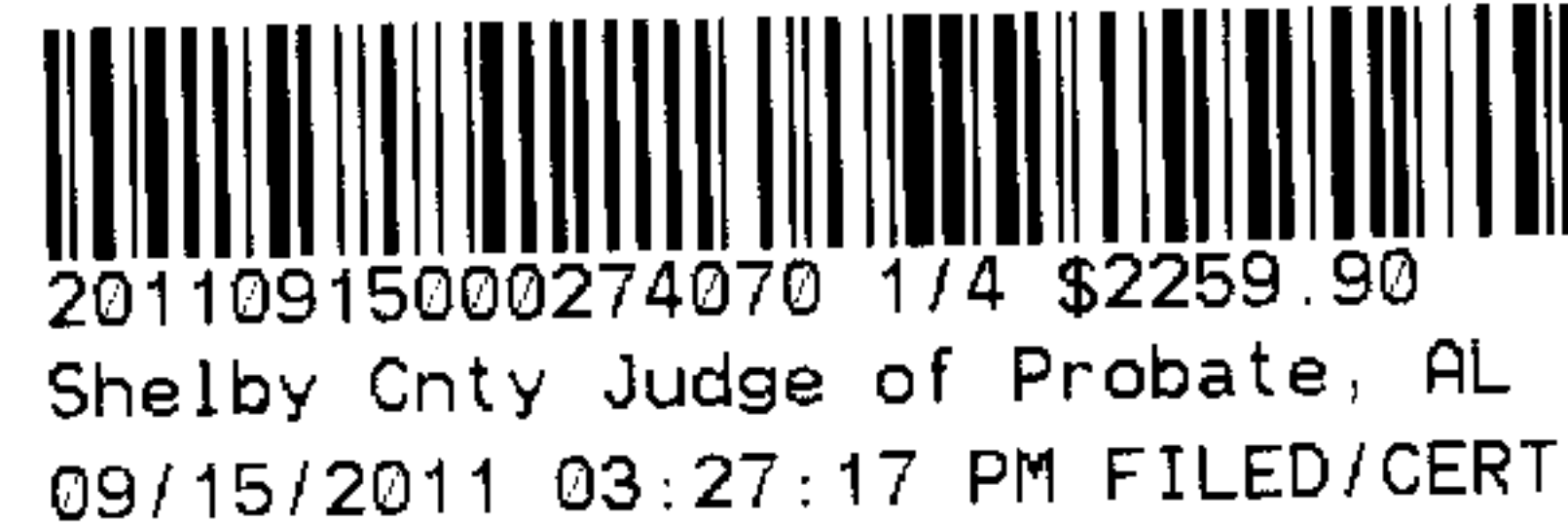


This Instrument Prepared By:

Randolph H. Lanier
Balch & Bingham LLP
1901 sixth avenue North, Suite 2600
Birmingham, Alabama 35203
(205) 251-8100



STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO MORTGAGE

This Amendment made effective as of the 9th day of September, 2011, between **COMPASS BANK**, an Alabama banking corporation (the "**Lender**"), and **HIGHLAND LAKES COMMUNITY, INC.**, an Alabama corporation., formerly known as **Eddleman Properties, Inc.** (the "**Borrower**").

WHEREAS, in connection with a \$4,400,000 line of credit from Lender to Borrower (the "**Loan**"), as evidenced by the Promissory Note of Borrower in such amount dated November 5, 2001 (the "**Note**"), Borrower executed and delivered to Lender a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement recorded in the Office of the Judge of Probate of Shelby County, Alabama, as recorded at Instrument No. 2001-50614 (as amended from time to time, the "**Highland Lakes Community Lot Holding Mortgage**") regarding real property located in Shelby County. All documents given to evidence or secure the Loan, or otherwise executed in connection with the Loan, are referred to herein as the "**Loan Documents**"; and

WHEREAS, Lender, Borrower, Compass Mortgage Corporation and other parties have executed that certain Settlement Agreement dated as of June 22, 2011 (the "**Settlement Agreement**"); and

WHEREAS, Lender and Borrower desire to amend the Highland Lakes Community Lot Holding Mortgage as set forth herein.


NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Borrower agree that the Highland Lakes Community Lot Holding Mortgage is amended as follows:

1. The current balance of the Loan and Note is \$33,073.00, and no further advances shall be made under the Loan and Note. The maturity date for payment of the \$33,073.00 under the Note has been extended as set forth in that certain Loan

Modification Agreement and Amendment to Loan Documents dated contemporaneously herewith.

2. Lender has issued letters of credit with an unfunded commitment of \$1,492,531.00 as set forth on Exhibit A to the Settlement Agreement (collectively, the "**Eddleman Letters of Credit**"), each such Eddleman Letter of Credit being issued pursuant to an Application for Standby Letter of Credit (individually an "**Eddleman Letter of Credit Application**" and collectively, the "**Eddleman Letters of Credit Applications**") The Highland Lakes Community Lot Holding Mortgage shall further secure and is hereby given as security for the obligations of the obligors under the Eddleman Letter of Credit Applications, as extended contemporaneously herewith.
3. The Highland Lakes Community Lot Holding Mortgage, as amended hereby, shall continue to secure the Loan and the Note.
4. Except as modified herein, all other terms and conditions of the Loan, the Note, the Highland Lakes Community Lot Holding Mortgage and the other Loan Documents shall remain in full force and effect.
5. 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.

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

COMPASS BANK,
an Alabama banking corporation

By: [Signature]
Its: SE Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)


I, Donna W. Atchison, a notary public in and for said county in said state, hereby certify that Ben Hendrix, whose name as SE Vice President of COMPASS BANK, an banking 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 13th day of September, 2011.

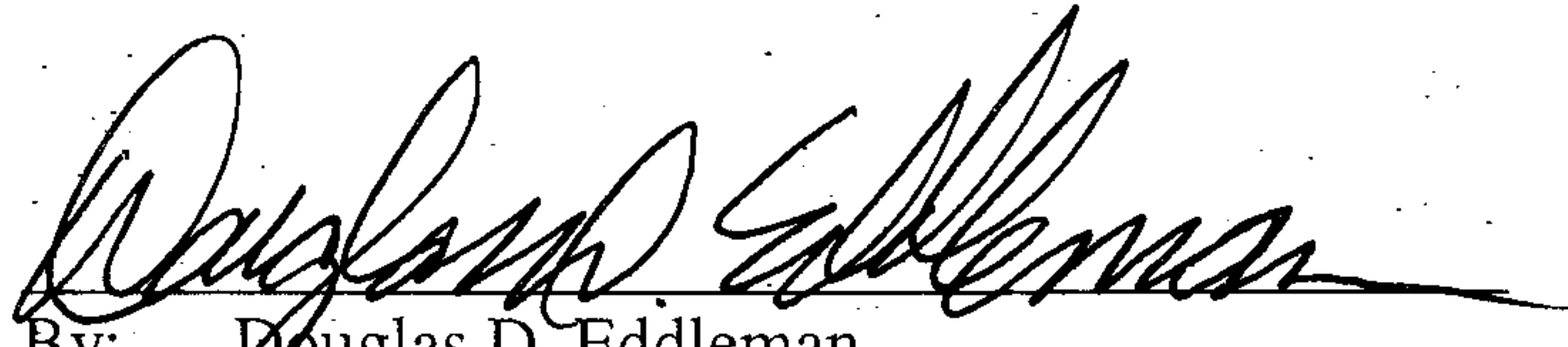
Donna W Atchison
Notary Public

[Notarial Seal]

My Commission Expires: 12-29-2014


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HIGHLAND LAKES COMMUNITY, INC.,
an Alabama corporation


By: Douglas D. Eddleman
Its: President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)


I, Brandy K. Parsons, a 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 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 13th day of September, 2011.


Notary Public

[Notarial Seal]

My Commission Expires: 4/4/14


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Shelby Cnty Judge of Probate, AL
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