

AMENDMENT TO MECHANIC'S LIEN CONTRACT
(For Additions and/or Modifications to Improvements)

This **AMENDMENT TO MECHANIC'S LIEN CONTRACT** ("Amendment"), is made by **RANDELL E. CARR and wife, PHYLLIS LYNN CARR** ("Borrower", whether one or more) and **PROVINCIAL HOMES, INC.** ("Contractor").

INTRODUCTORY PROVISIONS

The following introductory provisions are the basis for and a part of this Agreement:

- A. Borrower and Contractor have entered into a contract dated **April 12, 2002** entitled "**Mechanic's Lien Contract**" (the "**Original Agreement**") recorded in **Volume 9363, Page 0646**, of the Real Property Records of **Bexar County, Texas**, pursuant to which Contractor agreed to furnish and pay for all labor and materials needed to construct a single-family residence on the following described real property (the "**Property**"):

LOT 18, BLOCK 5, CLEAR SPRINGS PARK, UNIT 2, PHASE 2, AN ADDITION IN BEXAR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 9100, PAGE 138, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

- B. This Amendment is incorporated into and shall be deemed to amend and supplement the Original Agreement.
- C. The Original Agreement, together with this Amendment are collectively referred to in this Amendment as the "**Amended Agreement**".
- D. All capitalized terms that are used in this Amendment and that are given a defined meaning in the Original Agreement will have the same meaning in this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

ARTICLE 1.
AMENDMENT PROVISIONS

1.1. Paragraph 9 of the Original Agreement entitled "**Alterations, Extras, and Change Orders**" provides as follows:

"9. **Alterations, Extras and Change Orders.** It is contemplated that there may be additions, deletions, and modifications to the Plans and Specifications in connection with the construction of the Improvements, by which additional costs may be incurred. All such additions, deletions, or modifications of the Improvements shall be evidenced by a written agreement between the Borrower and Contractor which shall specify the cost of the addition, deletion or modification and the amount the Contract Price is increased or decreased thereby as well as whether the Completion Date will be extended thereby. Any such additions, deletions or modifications that are agreed to in writing shall be secured by the liens created by this Contract and shall be part of the indebtedness secured hereby as fully as if such amount were included in the original Contract Price. Lender, at its option and subject to the execution of such additional loan documents as it may require, may advance all or part of such additional amount. If Lender elects not to advance such additional amount, Borrower shall

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pay Contractor in cash upon completion of such additions, deletions, and modifications and Contractor shall have a lien on the Property for the payment of such amount, which lien Contractor agrees shall be subordinate to the lien retained and transferred to Lender in this Contract..."

1.2. Borrower and Contractor have agreed to make additions and modifications to the Plans and Specifications as contemplated by the Original Agreement as evidenced by this Amendment. No work has commenced on the additions and modifications before the date of this Amendment.

1.3. The additions and modifications to the Plans and Specifications for the Improvements are described on Exhibit "A" which is attached to this Amendment and incorporated into it by reference for all purposes.

1.4. The cost of the additions and modifications is \$51,612.80 and the Contract Price is increased by that amount resulting in a total Contract Price of \$420,172.93 (the original Contract Price of \$368,560.13 + \$51,612.80 = \$420,172.93).

1.5. Borrower and Contractor agree that the \$51,612.80 additional cost is secured by the mechanic's lien granted by Borrower to Contractor in the Original Agreement according to its terms and Borrower and Contractor hereby ratify the terms of the Original Agreement.

1.6. If this Amendment conflicts with, varies from, or modifies the terms and conditions of the Original Agreement, then the terms and provisions of this Amendment shall control and govern the rights and obligations of the parties to this Amendment. In all other respects, the terms of the Original Agreement are confirmed and ratified by this Amendment.

ARTICLE 2. MISCELLANEOUS

2.1. This Amendment may not be modified, supplemented, amended, or altered except by an agreement in writing signed by all of the parties to this Amendment.

2.2. THIS AMENDMENT HAS BEEN PREPARED, IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED IN BEXAR COUNTY, TEXAS, AND THE SUBSTANTIVE LAWS OF SUCH STATE AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AMENDMENT. IT IS FURTHER INTENDED AND THE AMENDMENT OF THE PARTIES THAT VENUE IN ANY ACTION INVOLVING THIS AMENDMENT SHALL LIE IN BEXAR COUNTY, TEXAS.

2.3. The Original Agreement and this Amendment and its exhibits embody the entire agreement between the parties and supersede all prior agreements and understandings, if any, relating to its subject matter.

2.4. This Amendment is binding upon the parties to it and their successors and assigns.

2.5. All Article and Section headings are for convenience of reference only and shall in no way affect the interpretation of this Amendment.

2.6. Time is of the essence of this Amendment.

2.7. All documents, instruments, exhibits, and other writings referred to in this Amendment are made a part of it for all purposes with the same effect as if attached to it.

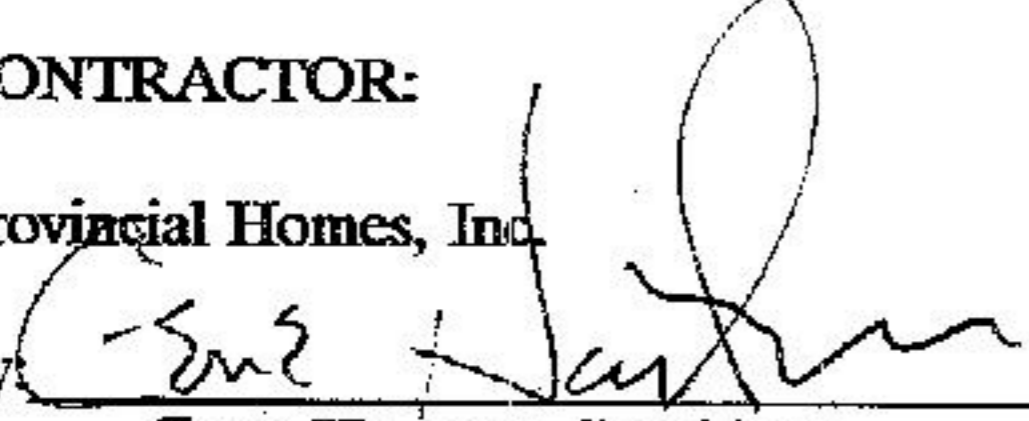
IMPORTANT NOTICE. YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

THIS CONTRACT IS SUBJECT TO CHAPTER 27, PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER MAY AFFECT YOUR RIGHT TO RECOVER DAMAGES ARISING FROM THE PERFORMANCE OF THIS CONTRACT. IF YOU HAVE A COMPLAINT CONCERNING A CONSTRUCTION DEFECT ARISING FROM THE PERFORMANCE OF THIS CONTRACT AND THAT DEFECT HAS NOT BEEN CORRECTED THROUGH NORMAL WARRANTY SERVICE, YOU MUST PROVIDE NOTICE REGARDING THE DEFECT TO THE CONTRACTOR BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LATER THAN THE 60TH DAY BEFORE THE DATE YOU FILE SUIT TO RECOVER DAMAGES IN A COURT OF LAW. THE NOTICE MUST REFER TO CHAPTER 27, PROPERTY CODE, AND MUST DESCRIBE THE CONSTRUCTION DEFECT. IF REQUESTED BY THE CONTRACTOR, YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY TO INSPECT AND CURE THE DEFECT AS PROVIDED BY SECTION 27.004, PROPERTY CODE.


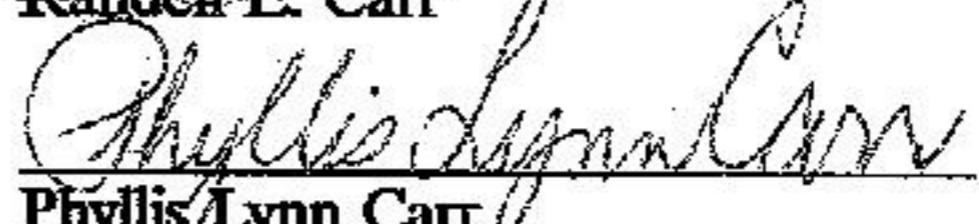
DATED: January 24, 2003

CONTRACTOR:

Provincial Homes, Inc.


By: 
Gene Hartman, President

BORROWER:


Randall E. Carr

Phyllis Lynn Carr

ACCEPTED BY:

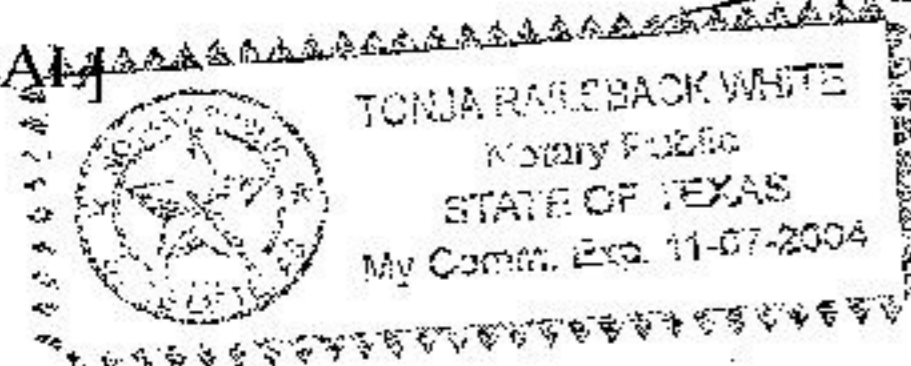
BROADWAY NATIONAL BANK

By: 
Name: John Cafarella
Title: Sr. Vice President

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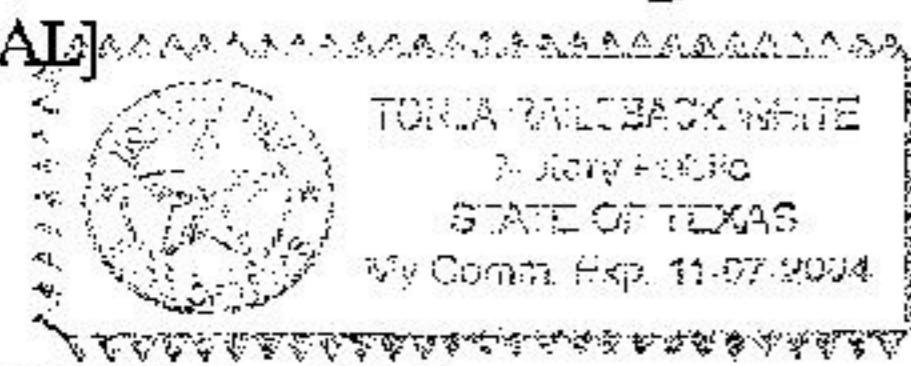
STATE OF TEXAS
COUNTY OF Bexar

This instrument was acknowledged before me on this 24th day of January, 2003 by Randell E. Carr and wife, Phyllis Lynn Carr.

[SEAL]  Notary Public, State of Texas


STATE OF TEXAS
COUNTY OF Bexar

This instrument was acknowledged before me on the 24th day of January, 2003 by Gene Hartman, President of Provincial Homes, Inc., a corporation, on behalf of said corporation.

[SEAL]  Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BEJAR

This instrument was acknowledged before me on the 23rd day of January, 2003 by JOHN LAFIELD, SR. VICE PRESIDENT of Broadway National Bank, a banking association, on behalf of said association.

[SEAL]  Wanda Gale Harm
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
BROADWAY NATIONAL BANK
P.O. Box 17001
San Antonio, TX, 78217

9798 061774

EXHIBIT "A"

DESCRIPTION OF ADDITIONS AND/OR MODIFICATIONS

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PROVINCIAL HOMES, INC.

1/15/03

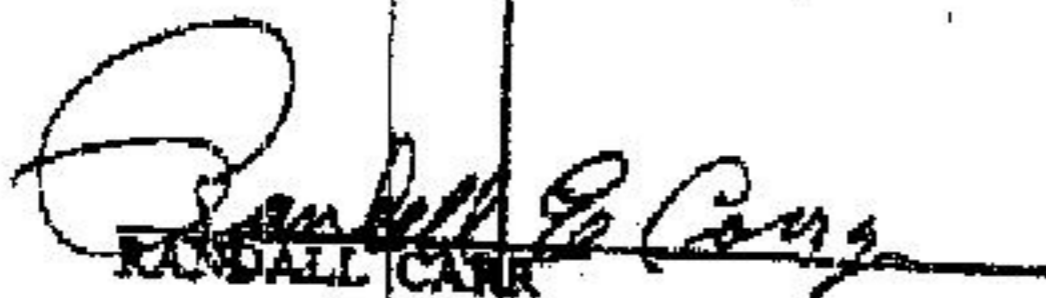
TO: RANDALL CARR
FROM: GENE HARTMAN

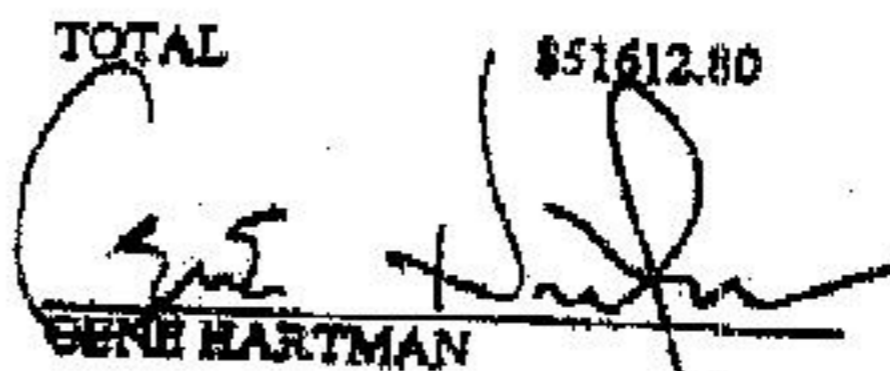
RE: UPGRADES

THE FOLLOWING CHARGES HAVE BEEN INCURRED IN THE UPGRADING OF
YOUR RESIDENCE AT 3310 CLEARSPRINGS PARK.

1	OUTBUILDING SHED AT WELL; INCLUDING SLAB, ELECTRICAL, FRAMING, PAINTING, AND ROOFING	\$ 3150.00
2	ADDITIONAL FLATWORK (ALLOWANCE \$11,800.) (ACTUAL FLATWORK \$20,848.)	\$ 9048.00
3	CEDAR REMOVAL	\$ 2800.00
4	FIREPLACE UPGRADE	\$ 1059.00
5	SURROUND SOUND PRE-WIRE	\$ 3072.00
6	CENTRAL VAC PRE-PLUMB	\$ 879.00
7	ELECTRICAL UPGRADES	TBD
8	HVAC UPGRADES (MEDIA AIR FILTERS)	\$ 516.00
9	ADDITIONAL 6 X 1 WINDOW IN BEDROOM 2	\$ 108.45
10	TRIM UPGRADES	\$ 5719.21
11	BURYING OF LPG TANK	\$ 360.00
12	CABINET UPGRADE	\$ 4217.00
13	CERAMIC TILE UPGRADE (MATERIAL)	\$ 3000.00
14	ADDITIONAL TOPSOIL	\$ 2200.00
15	UPCHARGE ON LIGHT FIXTURES	\$ 2202.06
16	CARPET UPGRADE	\$ 4554.00
17	FENCING	\$ TBD
18	STONE COLUMNS AT FENCES	\$ 2170.00
19	MESQUITE STAIRS (MATERIAL ONLY)	\$ 6562.04

TOTAL \$51612.80


RANDALL CARR


GENE HARTMAN

NO 9798 061776

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

Any provision herein which restricts the sale, or use of the described real
property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on
the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Record of Real Property of Bexar County, Texas on:

JAN 27 2003



Berry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20030019657
Pages 7
01/27/2003 04:50:34 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
BERRY RICKHOFF
COUNTY CLERK
Fees \$21.00

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