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STNT/WID259/KR/4/2

STATE OF TEXAS)

COUNTY OF DENTON)

068896

**AMENDMENT TO DEED OF TRUST WITH
SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES AND FINANCING STATEMENT
(TEXAS)**

THIS AMENDMENT to Deed of Trust with Security Agreement, Assignment of Rents and Leases and Financing Statement (this "Amendment") is made as of the 18th day of July 2000 and is by and between CHOICE HOMES, INC., a Texas Corporation (the "Borrower"), Grantor, and COMPASS BANK a Texas state banking corporation (the "Bank"), Beneficiary.

P R E A M B L E

Borrower entered into a Deed of Trust with Security Agreement, Assignment of Rents and Leases and Financing Statement in favor of the Bank dated January 5, 2000, recorded in the Real Property Records of Denton County, Texas in Volume 4517, Page 1041, (the "Deed of Trust"). In order to induce the Bank to make the Loan (as defined in the Deed of Trust) or loans to Borrower, Borrower desires to amend the Deed of Trust to add the additional property described herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Bank, intending to be legally bound hereby, agree as set forth below.

A M E N D M E N T

1. **Premises.** The property described on Addendum 1 attached hereto is hereby added to the Property (as defined in the Deed of Trust) in all respects and to the same extent and as fully as if the property described on Addendum 1 hereto were described on Exhibit A to the Deed of Trust upon its original recording. Borrower hereby grants, bargains, sells, aliens, conveys, assigns, sets over, confirms and delivers unto Eugene F. Weimer, Trustee, its successors and assigns, in trust, with power of sale and right of entry and possession, the property described on Addendum 1 hereto and all estates, buildings, improvements, fixtures, furniture and personal property of every nature whatsoever now or hereafter owned by the Borrower and situated on the property described on Addendum 1 hereto or used or intended to be used in connection with or with the operation of said property, buildings or other improvements, in all respects as if set forth in the Deed of Trust and to the same extent and as fully as if the property described on Addendum 1 hereto were described on Exhibit A to the Deed of Trust upon its original recording.

2. **No Release.** This Amendment is intended to add the property described on Addendum 1 hereto to the property granted and conveyed by the Deed of Trust. This Amendment in no way releases from the lien of the Deed of Trust all or any portion of the real property described therein.

3. **Reaffirmation of Representations and Warranties.** Each representation and warranty contained in the Deed of Trust is hereby reaffirmed as of the date hereof, and the Borrower hereby makes each representation and warranty contained in the Deed of Trust as to the real and personal property granted and conveyed hereby as fully as if the real property described on Addendum 1 hereto were described on Exhibit A to the Deed of Trust upon its original recording.

- 4. **Subcommitment.** This Amendment is being executed by Grantor in connection with a Subcommitment (as defined in that certain Master Guidance Line Agreement for Construction Financing (the "Guidance Line Agreement") by and between the Borrower and the Bank dated as of January 5, 2000) from Bank to the Borrower in the amount of up to \$92,244.65 and Grantor agrees to repay the amount of such Subcommitment in accordance with the provisions of the Note (as defined in the Deed of Trust) and applicable provisions set forth in the Commitment (as defined in the Guidance Line Agreement).
- 5. **Effective Date.** The effective date of this Amendment is the date first set forth above.
- 6. **Effect of Amendment.** Except as specifically modified herein, all provisions of the Deed of Trust are hereby ratified and confirmed in all respects and shall remain in full force and effect and the lien and security interest of the Deed of Trust shall remain valid and subsisting in accordance with its original priority.

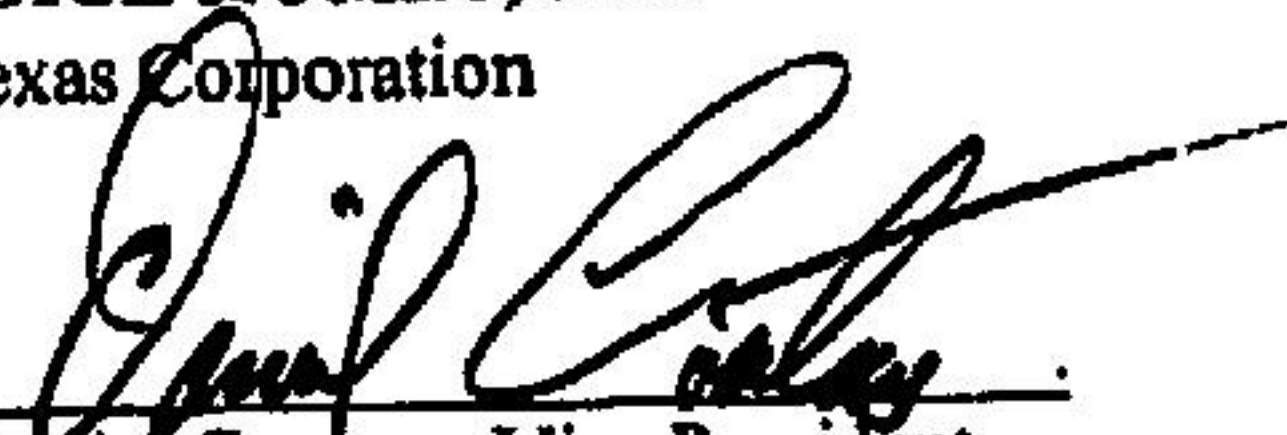
IN WITNESS WHEREOF, Borrower has caused this Amendment to be executed and effective as of the day and year first above written.

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE § 26.02

THE DEED OF TRUST, AS AMENDED HEREBY, AND THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE DEED OF TRUST) TOGETHER CONSTITUTE A WRITTEN LOAN AGREEMENT AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BORROWER:

CHOICE HOMES, INC.
A Texas Corporation

By: 
Daniel Couture, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 18th day of May, 2000, by DANIEL COUTURE, Vice President of CHOICE HOMES, INC., a Texas corporation.


Notary Public



Notary Public in and for the
State of Texas
Name printed: Catharine J. Berkley
My Commission Expires: 3/23/04

4625-01013
EXHIBIT "A"

TO DEED OF TRUST

PROPERTY DESCRIPTION

LOT 13, BLOCK D, of SUMMIT OAKS ADDITION, PHASE 1, an addition to the City of Denton in Denton County, Texas, according to the Plat thereof recorded in Cabinet P, Page 163 & 164, Plat Records, Denton County, Texas.

AFTER RECORDING RETURN TO:

COMPASS BANK - BIRMINGHAM
P.O. BOX 10566
BIRMINGHAM, ALABAMA 35296
ATTN: ARNETTE BOLLING

4635 01014

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Jul 20 2000
At 11:34am

Doc/Num : 00-R0068896
Doc/Type : AMD
Recording: 9.00
Doc/Mgmt : 6.00
Receipt #: 29453
Deputy - SHELLEY