

ST NT / 442 / JC / 03100603

5283 04339

STATE OF TEXAS

COUNTY OF DENTON

032801

**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 4th day of March, 2003 and is by and between CHOICE HOMES, INC., a Texas Corporation (the "Borrower"), Grantor, an 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 1, 2001, recorded in the Real Property Records of Denton County, Texas, recorded under County Clerk's File No. 2001-R0030967; renewal and extension of Note and Liens dated February 1, 2002 recorded under County Clerk's File No. 2002-R0102075 (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 Exhibit "A" 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 Exhibit "A" 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 Robert W. Blount, Trustee, its successors and assigns, in trust, with power of sale and right of entry and possession, the property described on Exhibit "A" 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 Exhibit "A" 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 Exhibit "A" 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 Exhibit "A" 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 real property described on Exhibit "A" 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 the same date as the Deed of Trust. The Subcommitment as Amendment is for an amount not to exceed \$ 223,497.30, and Borrower promises and agrees to repay the amount of this 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

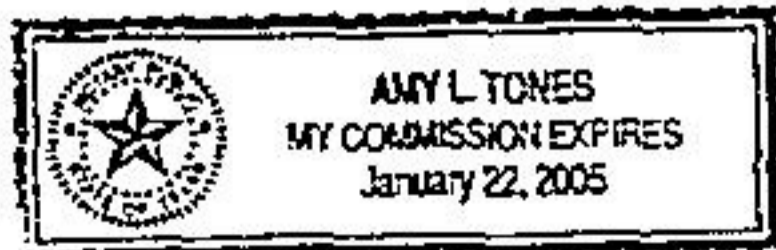
By: *Betty Floyd*  
Betty Floyd  
As Director Of Treasury Operations

THE STATE OF TEXAS       §  
  §  
COUNTY OF TARRANT     §

This instrument was acknowledged before me on this 4th day of March, 2003, by BETTY FLOYD, As Director Of Treasury Operations of CHOICE HOMES, INC., a Texas corporation.

*Amy L. Tones*  
Notary Public

Notary Public in and for the  
State of Texas  
Name printed: Amy L. Tones  
My Commission Expires: 1/22/2005



5283 04341

SI-215  
SI-235

EXHIBIT "A"

TO SUPPLEMENTAL DEED OF TRUST

PROPERTY DESCRIPTION

Lot 18, Block G, And Lot 14, Block H, of Summit Oaks Addition Phase 2, an addition to the City of Denton, Denton County, Texas, According to the Map or Plat thereof recorded in Cabinet U, Slides 16, 17, and 18, Plat Records, Denton County, Texas.

*After Recording, Return to:*

Compass Bank  
3640 N JOSEY LANE  
CARROLLTON, TX 75007  
ATTN: Stephanie Young

5283 . 04342

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

On Mar 05 2003  
At 3:28pm

Receipt #: 13136  
Recording: 9.00  
Doc/Mgmt: 6.00  
Doc/Num: 2003-R0032801  
Doc/Type: AND  
Deputy -ALVIN