## STATE OF ALABAMA COUNTY OF JEFFERSON

## MORTGAGE AND LINE OF CREDIT MODIFICATION AGREEMENT

Whereas, FREEDOM LAND DEVELOPERS, Limited Liability Company ("Borrowers") and the MUTUAL SAVINGS CREDIT UNION ("Credit Union") are the parties to that certain Commercial Line of Credit and Security Agreement ("Credit Agreement") between the parties, dated April 28, 2006, and secured by a mortgage recorded on May 8, 2006 in the Judge of Probate's Office for Shelby County, Alabama in Instrument 20060508000215130 on the following described property:

Commence at the Northwest corner of Section 16, Township 22 South, Range 2 West, Shelby County, and run thence Easterly along the North of said Section 16, a distance of 2089.22 feet to a point on the Easterly right of way line of Highway No. 211 (Old Highway No. 31) and the point of beginning of the property being described; thence continue along last described course a distance of 493.41 feet to a point on the Westerly right of way line of Highway No. 31; thence turn a deflection angle of 94 degrees 47 minutes 07 seconds right and run Southerly along said right of way line a distance of 823.21 feet to the P.C. of a highway curve to the left; thence turn a deflection angle of 3 degrees 37 minutes 21 seconds left to chord and run Southerly along the chord of said highway curve a chord distance of 287.00 feet to a point marking the intersection of the rights of way of Highway No. 31 and highway 211; thence turn a deflections angle of 158 degrees 06 minutes 52 seconds right from chord and run Northwesterly along the right of way of Highway No. 211, a distance of 1183.88 feet to the point of beginning.

SITUATED IN SHELBY COUNTY, ALABAMA.

Whereas, the Credit Agreement allowed for a maximum loan amount/credit limit of \$550,000.00;

And whereas, the parties are desirous of amending and increasing the maximum loan amount/credit limit to \$875,000.00;

Now, therefore, for the mutual benefits to be derived thereby and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the undersigned borrower(s) and the MUTUAL SAVINGS CREDIT UNION do hereby agree to amend the Credit Agreement dated April 28, 2006 to increase the CREDIT LIMIT to Eight Hundred Seventy Five Thousand and no/100 (\$875,000.00) Dollars.

AND FURTHER, agree to amend the amount of the Mortgage recorded at Instrument No. 20060508000215130 to \$875,000.00.

All other terms and conditions of said Credit Agreement and Mortgage shall remain in full force and effect.

In witness whereof, the undersigned have placed their hands and seals on this 13 day of July, 2006.

FREEDOM LAND DEVELOPERS, Limited Liability Company

By: Grady Scott Lovelady

FREEDOM LAND DEVELOPERS, Limited Liability Company

By: Jason E. Spinks

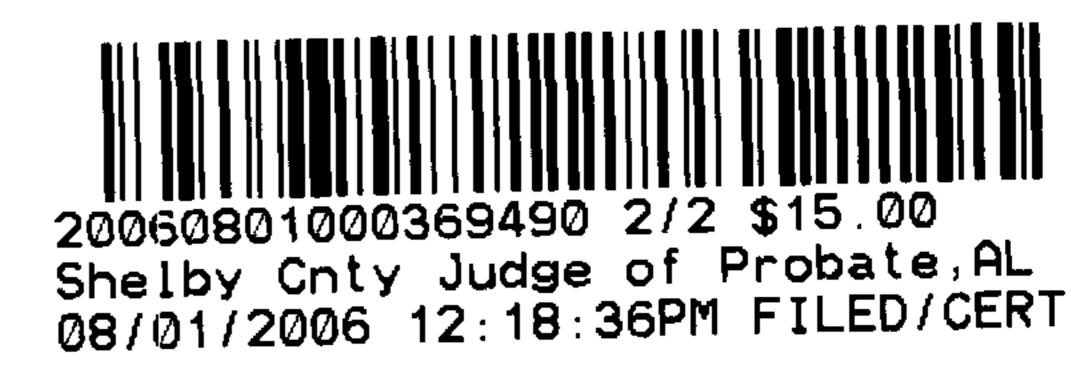
Member

Its: Member

MUTUAL SAVINGS CREDIT UNION

By: Jay Rainer

Its: Director of Business Lending



## COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Freedom Land Developers, Limited Liability Company, through its duly authorized members, Grady Scott Lovelady and Jason E. Spinks, and Jay Rainer, Director of Business Lending, the duly authorized representative of Mutual Savings Credit Union, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said company. Given under my hand and official seal this day of July, 2006.

Notary Public

My commission expires:

THIS INSTRUMENT PREPARED BY: SHANNON E. PRICE, P.C. P.O. Box 19144, Birmingham, AL 35219