

AMENDMENT TO REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

This Amendment (the "Amendment") is made and entered into on <u>JULY 27</u>, 2006, by and between <u>HANKS HOMEBUILDING</u>, <u>INC</u> (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

- A. <u>HANKS HOMEBUILDING</u>, <u>INC</u> (hereinafter called the "Borrower", whether one or more) has (have) entered into as agreement entitled "First Commercial Bank Real Estate Mortgage and Security Agreement", executed by the Borrower in favor of the Mortgagee dated <u>MARCH 13, 2006</u> (the "Credit Agreement"). This Credit Agreement is in the amount of <u>ONE HUNDRED NINETY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100</u> Dollars (\$ 191,250.00).
- B. The Mortgagor has executed in favor of the Mortgagee a Real Estate Mortgage and Security Agreement (the "Mortgage") recorded <u>APRIL 4, 2006</u> in Inst.# 20060404000155820, in the Probate Office of <u>SHELBY</u> County, Alabama.
- C. The Borrower and the Mortgagor have requested that the Mortgagee increase the Mortgage amount to <u>TWO HUNDRED THIRTY THOUSAND DOLLARS AND NO/100</u>. Dollars (\$ 230,000.00).
- D. The Mortgagee has required, as a condition to approving the request for the Amended Mortgage, that the Mortgagor enter into this Amendment.

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 27TH day of JULY, 2006.

HANKS HOMEBUILDING, INC

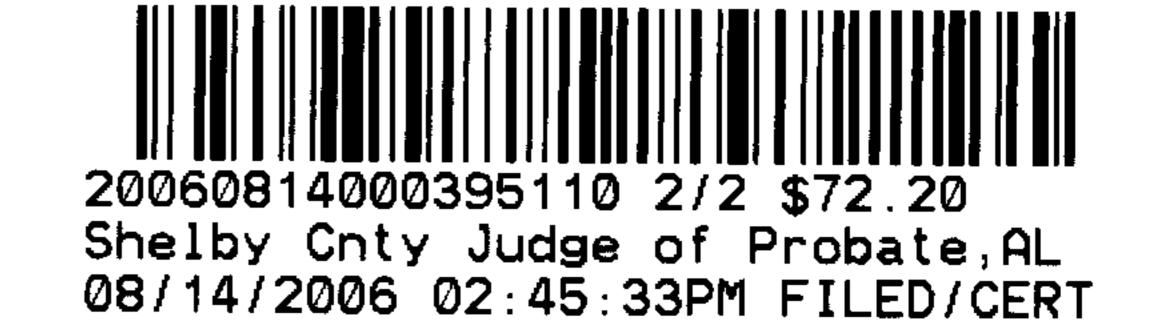
JERRY W. HANKS, PRESIDENT (SEAL)

FIRST COMMERCIAL BANK MORTGAGEE

Its: LOAN OFFICER

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA
SHELBY COUNTY)



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that <u>JERRY W. HANKS</u>, whose names as <u>PRESIDENT</u> of <u>HANKS HOMEBUILDING</u>, <u>INC</u> a <u>CORPORATION</u> is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, has executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 27TH day of JULY, 2006.

(NOTARIAL SEAL)	Diana Stand
My Commission expires:	Notary Public 03/29/09
CORPORATE ACKNOWLEDGEMENT	
STATE OF ALABAMA JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that <u>JOE L. FOUNTAIN</u> whose name as <u>LOAN OFFICER</u> of First Commercial Bank, a corporation, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Give under my hand and Official seal this 27TH day of JULY, 2006.

(NOTARIAL SEAL)

Notary Public

My Commission expires:

3/29/19

This instrument prepared by:

Name:

PEARLIE N. JACKSON

First Commercial Bank

Address:

P. O. Box 11746

Birmingham, AL 35202-1746