

STATE OF ALABAMA)  
SHELBY COUNTY)

**Mortgage Modification in the amount \$36,000.00 (Old Amount  
\$259,200.00 New Amount \$295,200.00)**

**MORTGAGE MODIFICATION AGREEMENT**

THIS MORTGAGE MODIFICATION AGREEMENT is executed this 28<sup>TH</sup>  
day of September, 2006, by and between COLONIAL BANK, a state banking  
corporation (the "Mortgagee") and Premiere Homes, Inc (the "Mortgagor"), as follows:

WITNESSETH:

WHEREAS, on December 16, 2005, Mortgagor executed that certain Mortgage  
in favor of Mortgagee, which Mortgage was filed for recorded on the 27<sup>th</sup> day of  
December 2005, in the Office of the Judge of Probate of Shelby County, Alabama, in  
Instrument # 20051227000663810 (the "Mortgage"); and

WHEREAS, the indebtedness secured by the mortgage has been renewed,  
extended or modified pursuant to "Commercial Promissory Note and Security  
Agreement" (the "Agreement"), entered into by and between Mortgagor and Mortgagee  
on even date herewith; and

WHEREAS, the Mortgagor has requested that the mortgagee increase the credit  
limit under the Agreement to \$295,200.00 and 00 / 100 Dollars (\$ 295,200.00); and

WHEREAS, it is the intention of the parties that the lien of the Mortgage secured  
the indebtedness as renewed, extended or modified by the Agreement;

NOW, THEREFORE, in consideration of the Agreement, and other good and  
valuable considerations, the receipt and sufficiency of which are hereby acknowledged,  
the parties agree as follows:

1. This Modification is executed to modify the Mortgage to evidence the agreement  
of the parties that the lien of the Mortgage shall secure the indebtedness as  
amended and evidenced by the Agreement.
2. The Mortgage is modified to secure the credit limit of \$295,200. and 00 / 100  
Dollars (\$295,200.00).
3. The Mortgagor hereby reaffirms the terms, conditions and provisions of the  
Mortgage which shall remain in full force and effect as expressly provided  
therein. The Mortgagor acknowledges that by execution of this Modification and  
the Agreement, Mortgagor does not intend to affect a novation or substitution, but

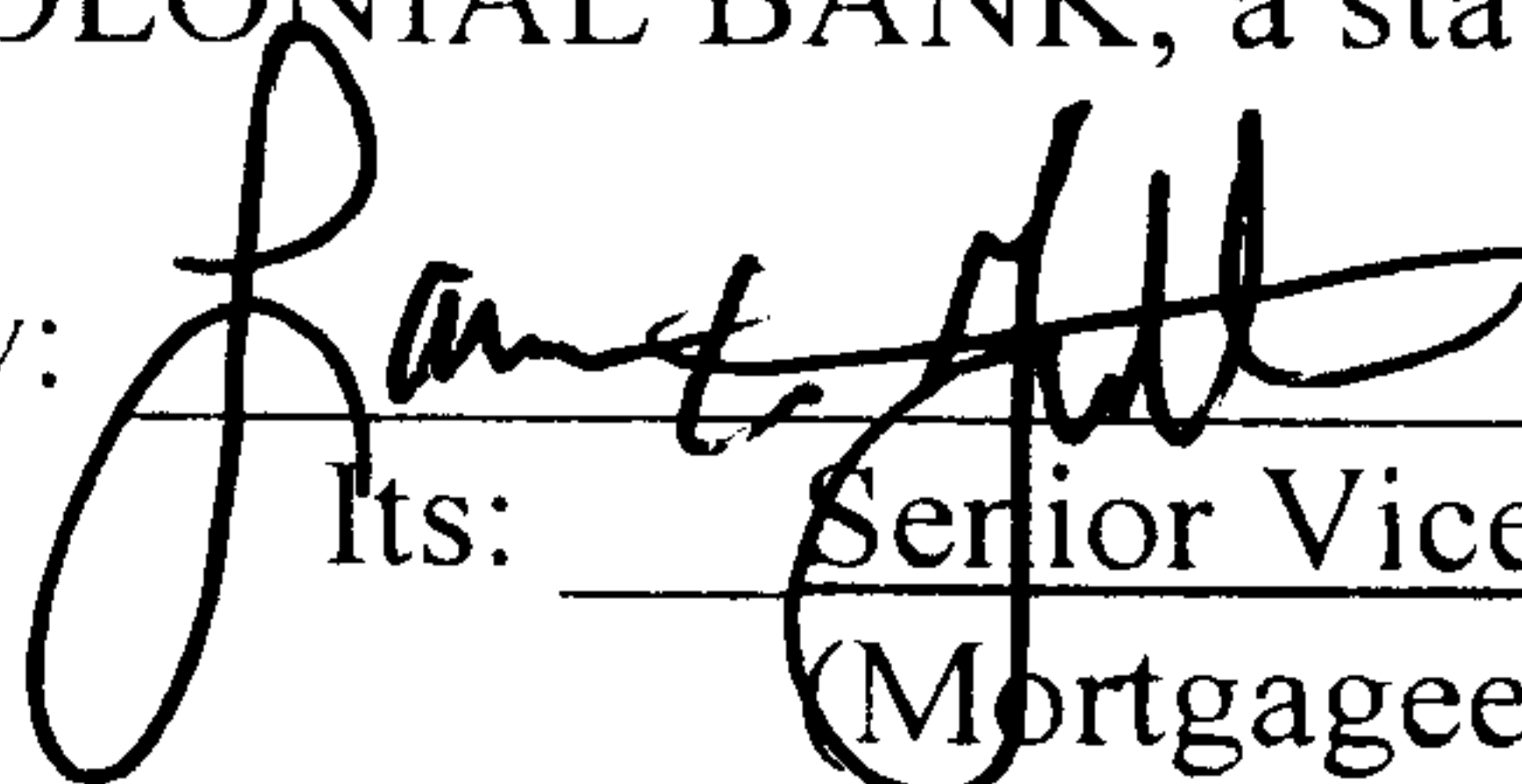
Colonial Bank

rather intends to effect and extension and renewal or modification of the original indebtedness now evidenced by the agreement.

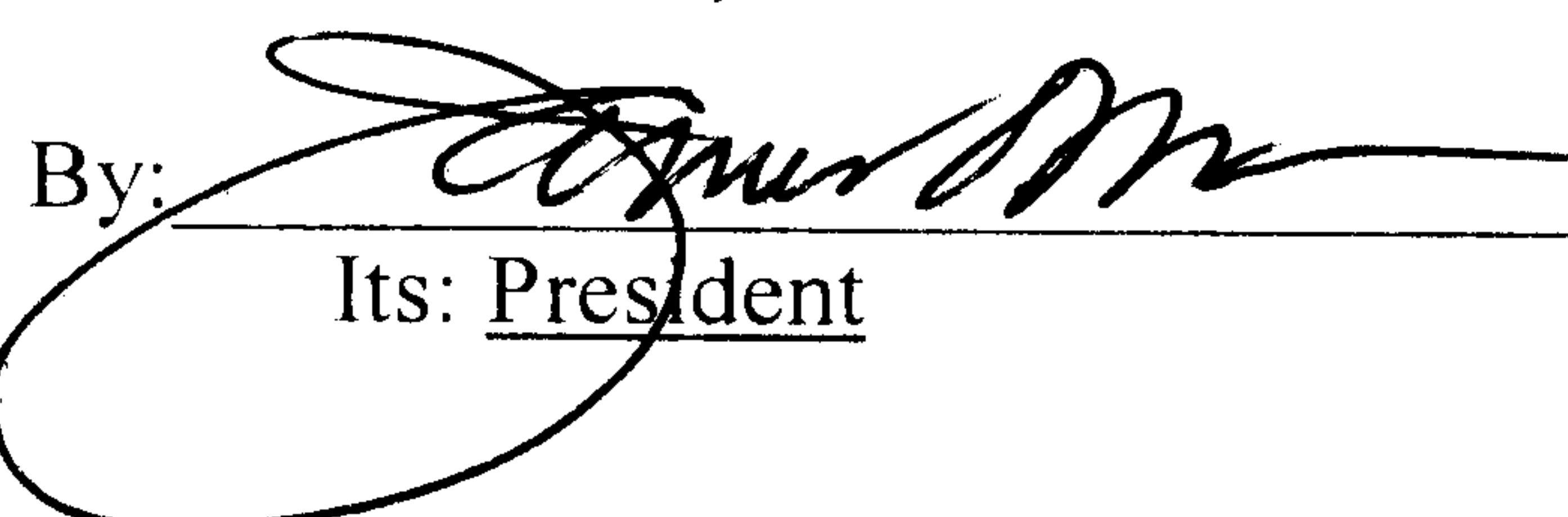
4. Mortgagor agrees and acknowledges that the indebtedness as renewed, extended or modified by the Agreement and secured hereby, is valid, binding and enforceable against the Mortgagor, and is not subject to any offsets, recoupment, deduction or other defenses of any kind or nature.
5. Except as modified hereby, the lien of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Modification to be signed as of the day and year first above written.

COLONIAL BANK, a state banking corporation

By:   
Its: Senior Vice President  
(Mortgagee)

Premiere Homes, Inc:

By:   
Its: President

This Instrument was prepared by:

Colonial Bank  
Patrice Joseph  
2501 20<sup>th</sup> Place South  
Birmingham, Al 35223



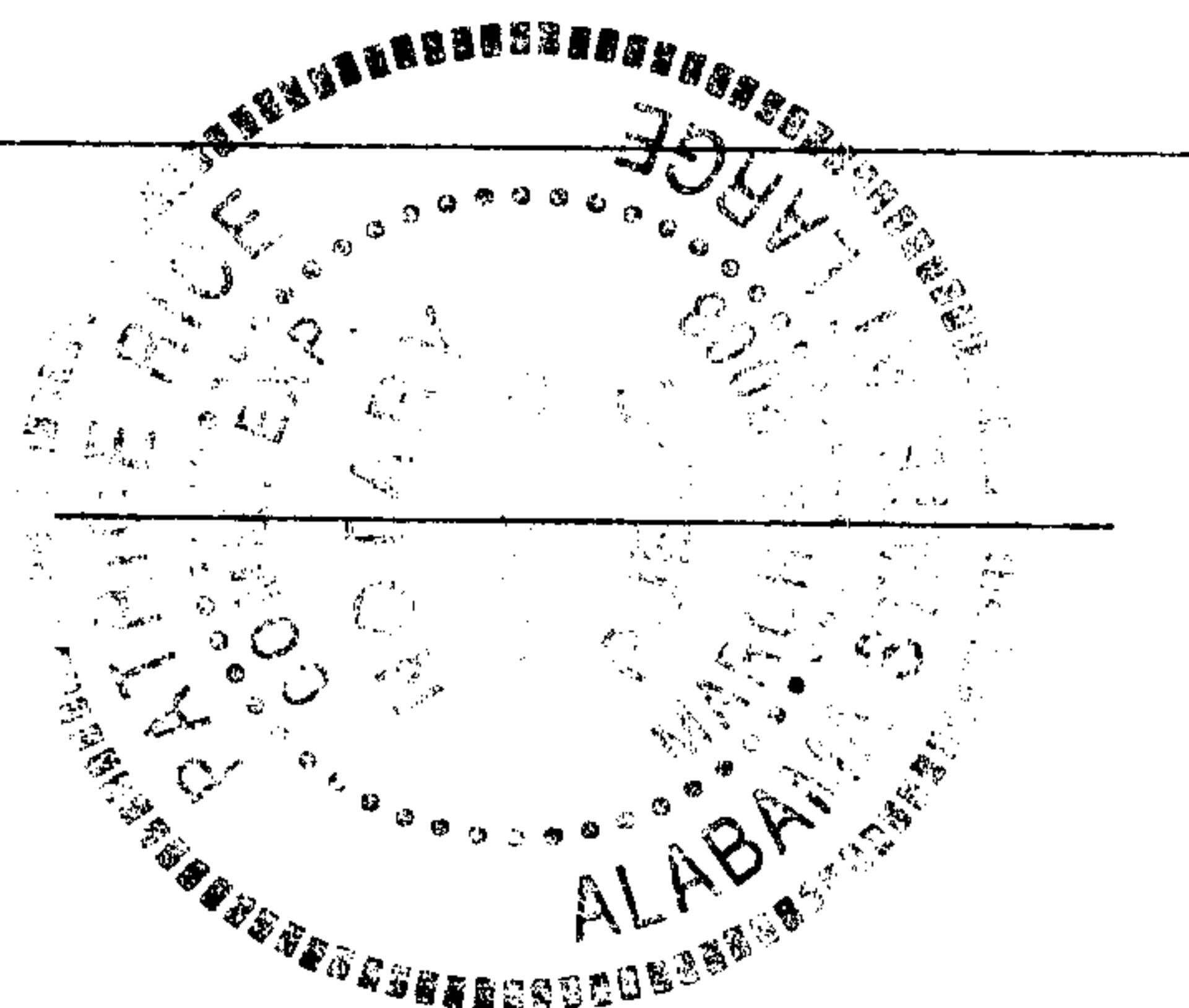
STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lamar C Guthrie, whose name as Senior Vice President of Colonial Bank, a state banking corporation, is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 28<sup>th</sup> day of September, 2006.

Patricia R. R. R.  
Notary Public

My Commission Expires:



STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Mason, whose name as President of Premiere, Inc did signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28<sup>th</sup> day of September, 2006

Patricia R. R. R.  
Notary Public

My Commission Expires:

