

**AMENDMENT TO
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

This Amendment (the "Amendment") is made and entered into on OCTOBER 27, 2006, by and between THE LAND DEVELOPMENT GROUP, INC (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. THE LAND DEVELOPMENT GROUP, INC (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 SEPTEMBER 27, 2005 AND AMENDED JANUARY 31, 2006 (the "Credit Agreement"). This Credit Agreement is in the amount of FOUR HUNDRED NINETY NINE THOUSAND SIX HUNDRED AND NO/100 AND AMENDED TO SIX HUNDRED ELEVEN THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$ 499,600.00 AND AMENDED TO 611,250.00).

B. The Mortgagor has executed in favor of the Mortgagee a Real Estate Mortgage and Security Agreement (the "Mortgage") recorded NOVEMBER 4, 2005 AND AMENDED TO FEBRUARY 27, 2006 in Inst.# 20051104000575760 AND AMENDED TO INST # 20060227000092090, in the Probate Office of SHELBY County, Alabama.

C. The Borrower and the Mortgagor have requested that the Mortgagee increase the Mortgage amount to SIX HUNDRED FIFTY TWO THOUSAND AND NO/100 Dollars (\$ 652,000.00).

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 OCTOBER, 2006.

THE LAND DEVELOPMENT GROUP, INC

John W. Powers (SEAL)
JOHN W. POWERS

FIRST COMMERCIAL BANK
MORTGAGEE

By: Joe L. Fountain
JOE L. FOUNTAIN
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 JOHN W. POWERS, whose name as PRESIDENT of THE LAND DEVELOPMENT GROUP, INC 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, has executed the same voluntarily on the day the same bears date.

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

(NOTARIAL SEAL)

Diana S. Land
Notary Public

My Commission expires: 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 JOE L. FOUNTAIN whose name as LOAN OFFICER 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 OCTOBER, 2006.

(NOTARIAL SEAL)

Diana S. Land
Notary Public

My Commission expires: 03/29/09

This instrument prepared by:

Name: PEARLIE N. JACKSON
First Commercial Bank
Address: P. O. Box 11746
Birmingham, AL 35202-1746