

**STATE OF ALABAMA
SHELBY COUNTY**

AMENDMENT TO FUTURE ADVANCE MORTGAGE

This Amendment to Future Advance Mortgage entered into this **20th** day of **April, 2007**, on behalf of **ADEK HOMES, INC.** (hereinafter called the "Mortgagors) in favor of **First American Bank**, an Alabama banking corporation (the "Lender").

A. By Future Advance Mortgage dated **April 14, 2006** and recorded in the Office of the Judge of Probate of Shelby Alabama, in **Inst. #20060420000186360**, the mortgagors granted a Future Advance Mortgage to the Lender on real property described as:

Lot 861, according to the Survey of Greystone Legacy, 8th Sector, Phase II,
As recorded in Map Book 31, Page 54 A, B & C, in the Office of the Judge of Probate Office of Shelby County, Alabama: Being situated in Shelby County, Alabama.

to secure indebtedness in the original principal amount of \$700,000.00 (the "Future Advanced Mortgage").

B. The Mortgagors has requested the Lender to increase their credit line up to \$750,000.00.

The Lender has agreed to this request, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Future Advance Mortgage.

C. This is a line of credit. The credit is to be advanced by the Lender to Mortgagors in installments from time to time pursuant to the terms and conditions of the note dated April 20, 2007.

NOW, THEREFORE, in consideration of the premises, and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. The Future Advance Mortgage is hereby modified to

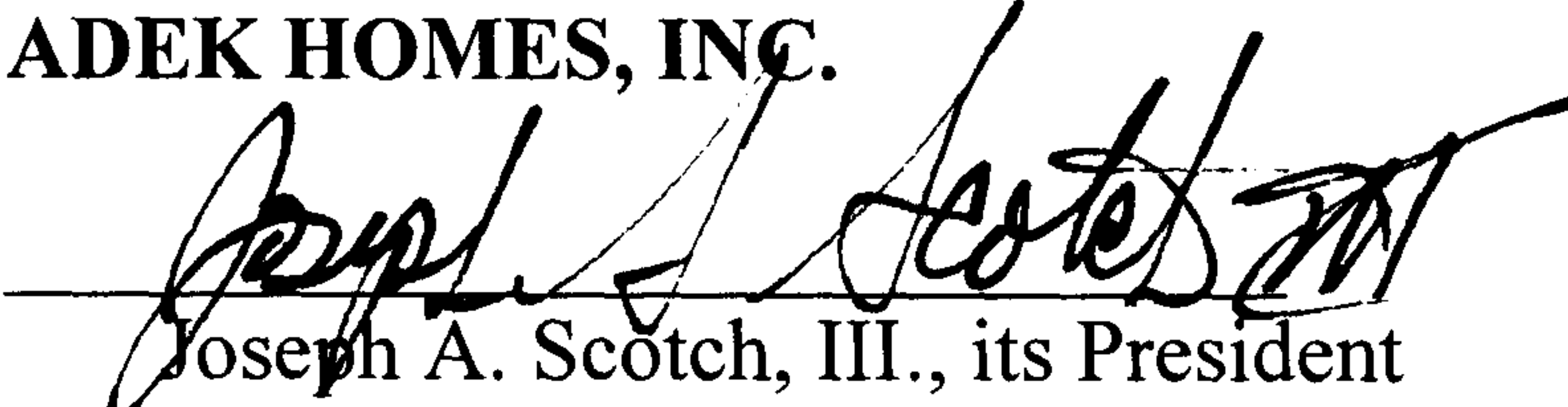
A. **WHEREAS, ADEK HOMES, INC.** (hereinafter called "Borrower"), is justly indebted to the Mortgagee in the amount of **Seven Hundred Fifty Thousand and no/100---(\$750,000.00)** as evidenced by that certain note dated April 20, 2007, and which has a final maturity date of November 10, 2007.

2. Except as herein modified, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be executed on the day and year first above written.


**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL
INDEBTEDNESS OF \$50,000.00.**

ADEK HOMES, INC.



Joseph A. Scotch, III., its President

FIRST AMERICAN BANK

By: 

Its: Sr. Vice President

ACKNOWLEDGMENT OF CORPORATION

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a notary Public in and for said county in said state, hereby certify that **Joseph A. Scotch, III** whose named as **President of ADEK Homes, Inc.**, a corporation is (are) signed to the foregoing instrument, and who is (are) know to me, acknowledged before me on this day that, being informed of the contents of said instrument, he 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 20th day of April, 2007

AFFIX NOTARY SEAL

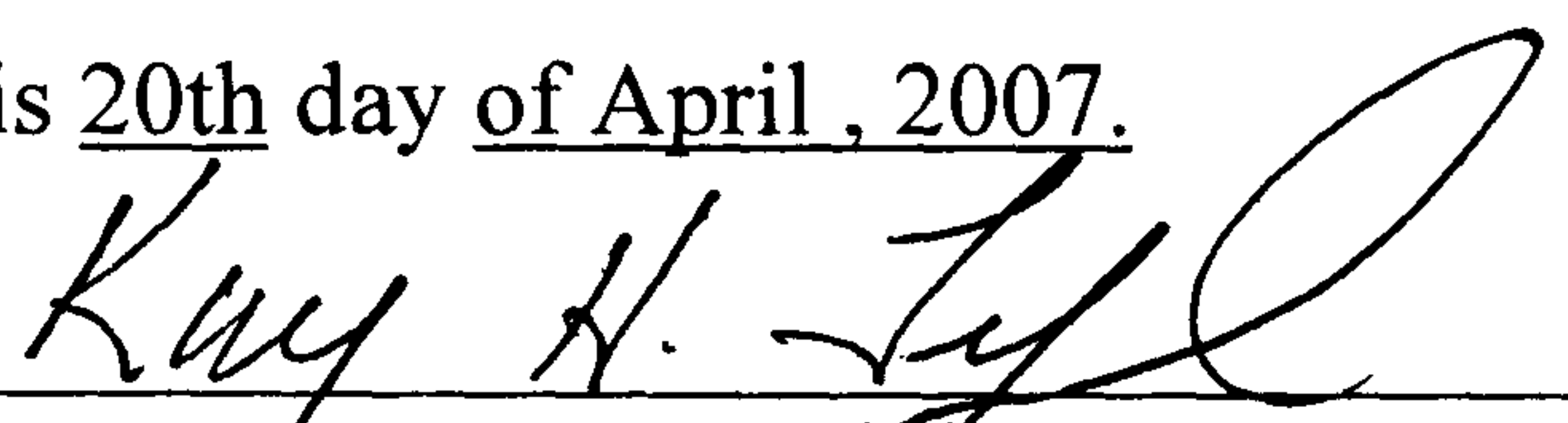

Notary Public
My commission expires: 11-6-08

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a notary Public, in and for said state, hereby certify that **Chris Cotton**, whose name as **Sr. Vice President of First American Bank**, an Alabama Banking corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 20th day of April, 2007.

AFFIX NOTARY SEAL


Notary Public
My commission expires: 11-6-08