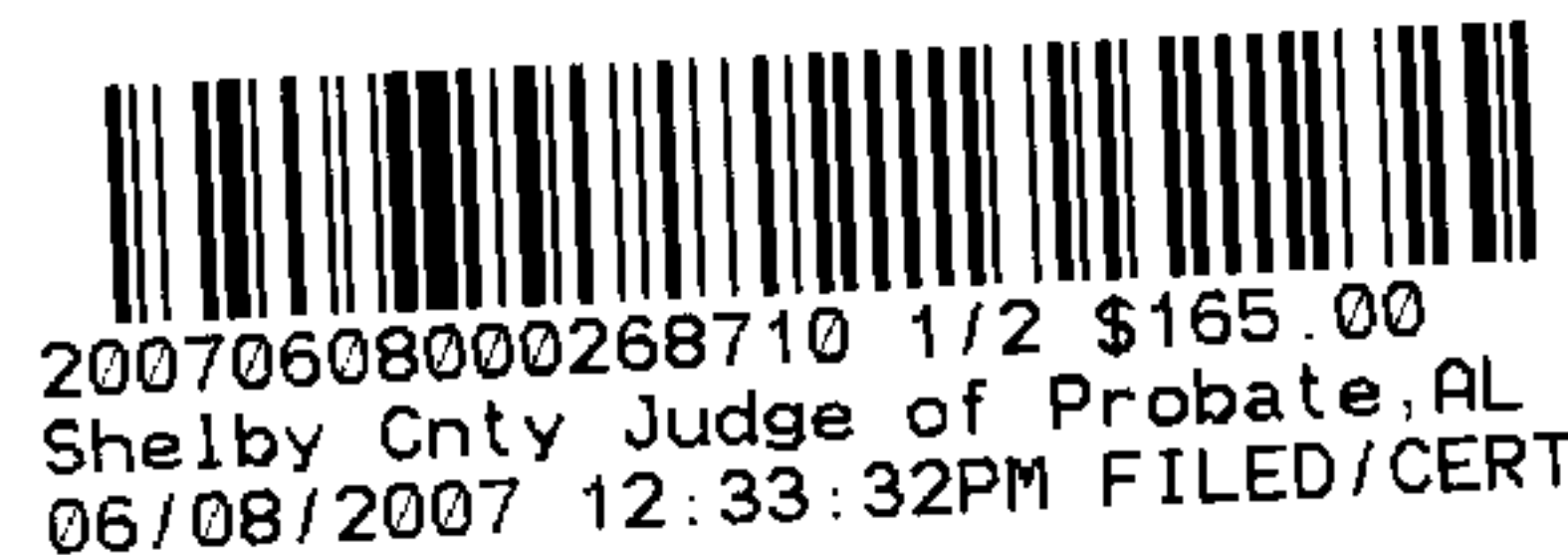
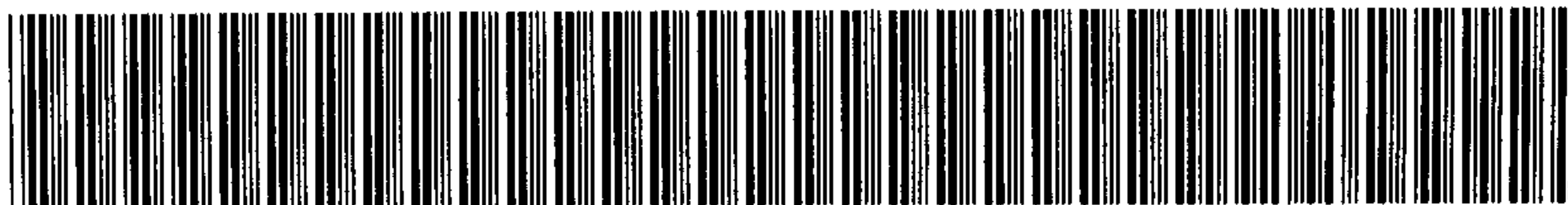


Compass Bank
Birmingham Real Estate Banking
4958 Valleydale Road, Suite 101
Birmingham, AL 35242



MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated May 29, 2007, is made and executed between Hendrickson Construction, LLC (referred to below as "Grantor") and Compass Bank, whose address is 4958 Valleydale Road, Suite 101, Birmingham, AL 35242 (referred to below as "Lender").

Construction Mortgage recorded 03/30/2006 in Instrument 20060330000149240 in Shelby County, AL and Modification of Mortgage dated 03/27/2007 and recorded 04/04/2007 in Instrument #20070404000153770.

Lot 38, according to the Amended Map of The Crest at Greystone, as recorded in Map Book 18, page 17 A, B, C & D, in the Probate Office of Shelby County, Alabama.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Principal Loan Amount increased to \$900,000.00, Original Loan Amount was \$700,000.00 and Modification to increase loan amount to \$800,000.00 on 03/27/2007, Maturity date to remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification.

JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

ERRORS AND OMISSIONS. The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 29, 2007.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

~~HENDRICKSON CONSTRUCTION, LLC~~

By: Michael W. Hendrickson (Seal)
Michael W. Hendrickson, President of Hendrickson
Construction, LLC

LENDER:

~~COMPASS BANK~~

X [Signature] (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

This Modification of Mortgage prepared by:

Name: April C. Price, ARM
Address: 4958 Valleydale Road, Suite 101
City, State, ZIP: Birmingham, AL 35242

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Michael W. Hendrickson, President of Hendrickson Construction, LLC**, a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or 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 29th day of May, 2007.
April C Price
Notary Public

My commission expires 11/26/07

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Paris Indsey
Vice President of Compass Bank, a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or 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 29th day of May, 2007.
April C Price
Notary Public

My commission expires 11/26/07