

Mortgage filing privilege taxes have been previously paid on indebtedness in the amount of \$4,180,000 in connection with that certain Accommodation Mortgage dated December 6, 1999 recorded with the Judge of Probate of Shelby County, Alabama in Instrument #1999/50198, as amended by that certain First Amendment to Mortgage dated July 14, 2000 recorded with the Judge of Probate of Shelby County, Alabama in Instrument #2000/26364 as amended by that certain Second Amendment to Mortgage dated April 11, 2002 recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20020509000218410 as amended by that certain Third Amendment to Mortgage dated February 7, 2003 recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20030319000165760; and as amended by that certain Fourth Amendment to Mortgage dated April 18, 2003 as recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20030512000295730; and as amended by that certain Fifth Amendment to Mortgage dated March 23, 2004 as recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20040323000147810; and as amended by that certain Sixth Amendment to Mortgage dated April 16, 2004 as recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20040416000198980; and as amended by that certain Seventh Amendment to Mortgage dated November 21, 2005 as recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20060215000075130; and as amended by that certain Eighth Mortgage dated July 26, 2006 as recorded with the Judge of Probate of Shelby County, Alabama in Instrument # 20060824000415190, and as amended by that certain Ninth Amendment to Mortgage dated June 11, 2007 to be recorded with the Judge of Probate of Shelby County. Filing privilege taxes are now due on an additional \$240,000.00 of indebtedness to be secured by the above-referenced instruments, as amended by this amendment.

STATE OF ALABAMA)
SHELBY COUNTY)

ELEVENTH AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 12th day of September, 2007, on behalf of Waterford, LLC and Shelby Springs Stock Farms Inc. (hereinafter called "Mortgagor") in favor of First American Bank formerly known as National Bank of Commerce of Birmingham, a state banking association (the "Lender").

Recitals

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 1999/50198 and as Amended in Instrument No. 2000/26364 and as Amended in Instrument No. 20020509000218410 and as Amended in Instrument No. 20030319000165760 and as Amended in Instrument No. 20030512000295730 and as Amended in Instrument No. 20040323000147810 and as Amended in Instrument No. 20040416000198980 and as Amended in Instrument No. 20060215000075130 and as Amended in Instrument No. 20060824000415190 and as Amended in Instrument No. 200707060000320360 and as Amended in Instrument No. 200707060000320370 and as Amended in a to be filed Eleventh Amendment the Mortgagor granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT "A" AND "B"

to secure indebtedness in the original principal amount of \$ 4,180,000.00 (the "Mortgage").

B. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

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

AGREEMENT

1. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. Waterford, LLC and Shelby Springs Stock Farm, Inc. (hereinafter called the "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Seven Hundred Twenty Thousand Dollars and No/100 Dollars (\$720,000.00) (the "Credit Limit") under a certain line of credit established by the Lender for the Borrower pursuant to an agreement entitled "Master Note-Promissory Note," executed by the Borrower in favor of the Lender, dated September 12, 2007 _____ (the "Credit Agreement"). The Credit Agreement provides for a credit plan under which the Borrower may borrow and repay amounts from the Lender up to a maximum principal amount at O/E Mortgage any one time outstanding not exceeding the Credit Limit.

2. Paragraph C. of the Mortgage is hereby modified to read:

C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under Section 40-22-2(1)b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$5,440,250.00 which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

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

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

WATERFORD, L.L.C., an Alabama limited liability company

By: _____

John G. Reamer, Jr., Its Member

SHELBY SPRINGS STOCK FARMS, INC. an
Alabama corporation

By: [Signature]
John G. Reamer, Jr., Its President

First American Bank of Birmingham

BY: [Signature]
C. Houston Gillespy
ITS: Senior Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF
\$ 720,000.00 .

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that John G. Reamer, Jr. whose name as Member of Waterford, LLC and who is known to me acknowledged before me on this day that, being informed of the contents of said instrument, as such Member, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand official seal of office this 12th day of September, 2007.

[Signature]
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 27, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission Expires: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that John G. Reamer, Jr. whose name as President of Shelby Springs Stock Farm, Inc. and who is known to me acknowledged before me on this day that, being informed of the contents of said instrument, as such President, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand official seal of office this 12th day of September, 2007.

Gabriel D. McCormick
Notary Public

AFFIX SEAL

My commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 27, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that C. Houston Gillespy whose name as Senior Vice President of First American Bank formerly known as National Bank of Commerce of Birmingham, a state banking association, 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 12th day of September, 2007.

Gabriel D. McCormick
Notary Public

AFFIX SEAL

My Commission Expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 27, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

THIS INSTRUMENT PREPARED BY:

First American Bank
P.O. Box 10686
Birmingham, Alabama 35202-0686

EXHIBIT A

LESS AND EXCEPT the following Lots which have been sold:


Lots 212F, 212D, 213, 212G, 214A, 215, 287, 288C, 212H, 288A, 288E, 214F, 288B, 289G, 214G, 214B, 286, 214E, 214D, 214C, 285 according to the Survey of Waterford Village Sector 5, Phase 3, as recorded in Map Book 37 page 65 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 80, 311, 302, 72, 306, 73, 74, 81, 75, 77, 83, 310, 307, 76, according to the Final Plat of Waterford Village, Sector 5, as recorded in Map Book 36 page 47 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 78-A, 79-A, according to the Survey of Waterford Village, Sector 5, Phase 2, as recorded in Map Book 37 page 74 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 303, 304-A, 305-A according to the Survey of Waterford Village, Sector 5, Phase 2, as recorded in Map Book 37 page 75 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 308A and 309A, according to the Resurvey of Waterford Village Sector 5, Phase 2, as recorded in Map Book 37 page 76 in the Probate Office of Shelby County, Alabama.


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Shelby Cnty Judge of Probate, AL
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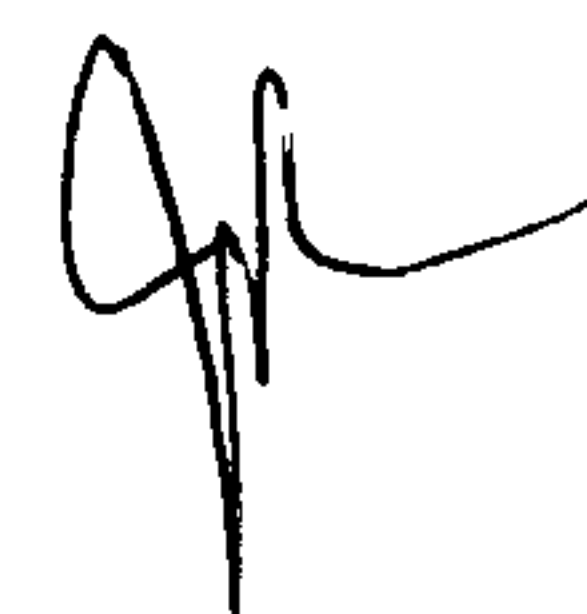
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REVISED EXHIBIT B

(Revised Schedule of Credit Documents)

The "**Credit Documents**" referred to in this Agreement include the following:

1. Amended and Restated Credit Agreement dated July 14, 2000, as subsequently amended from time to time.
2. Master Note – Commercial Loans dated March 22, 2004 in the principal amount of Two Million and No/100 Dollars (\$2,000,000.00) executed by the Borrower in favor of the Lender.
3. Master Note – Commercial Loans (Renewal) dated September 28, 2004 in the principal amount of One Million Forty-Nine Thousand Six Hundred One and No/100 Dollars (\$1,049,601.00) executed by the Borrower in favor of the Lender.
4. Universal Note and Security Agreement dated May 20, 2005 in the principal amount of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) executed by the Borrower and the Lender.
5. Universal Note and Security Agreement dated May 20, 2005 in the principal amount of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) executed by the Borrower and the Lender.
6. Master Note – Commercial Loans dated November 21, 2005 in the principal amount of Two Million and No/100 Dollars (\$2,000,000.00) executed by the Borrower in favor of the Lender.
7. Accommodation Mortgage dated December 6, 1999 executed by the Borrower in favor of the Lender, as subsequently amended from time to time.
8. Environmental Indemnity Agreement dated July 14, 2000 executed by the Borrower, Shelby Springs Stock Farms, Inc. and John G. Reamer, Jr. in favor of the Lender, as subsequently amended from time to time.
9. Amended and Restated Guaranty Agreement dated July 14, 2000 executed by John G. Reamer, Jr. in favor of the Lender, as subsequently amended from time to time.
10. Universal Note and Security Agreement dated July 28, 2006 in the principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) executed by the Borrower in favor of the Lender.
11. Construction Loan Agreement dated July 28, 2006 executed by the Borrower in favor of the Lender.



12. Guaranty dated July 28, 2006 executed by Reamer Development Corporation in favor of the Lender.

13. Promissory Note dated June 11, 2007 in the principal amount of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) executed by the Borrower in Favor of the Lender.

14. Construction Loan Agreement dated June 11, 2007 executed by the Borrower in favor of the Lender.

15. Guaranty dated June 11, 2007 executed by John G. Reamer, Jr. in favor of the Lender.

16. Promissory Note dated September 12, 2007 in the principal amount of Seven Hundred Twenty Thousand and No/100 Dollars (\$720,000.00) executed by the Borrower in Favor of the Lender.

17. Construction Loan Agreement dated September 12, 2007 executed by the Borrower in favor of the Lender.

18. Guaranty dated September 12, 2007 executed by John G. Reamer, Jr. in favor of the Lender. and Guaranty agreement dated September 12, 2007 executed by Reamer Development Corporation in favor of the Lender.



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