

Prepared by: John W. Monroe, Jr.
Emmanuel, Sheppard & Condon
30 S. Spring St.
Pensacola, FL 32501
A0458-117473 rfk


20071022000487870 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
10/22/2007 11:24:38AM FILED/CERT

Note to Clerk: All Mortgage Recording Tax on the amount of the revolving principal indebtedness secured by this mortgage has been previously paid pursuant to Order of Alabama Department of Revenue upon the recording of the modification described herein in Madison County, AL.

MORTGAGE MODIFICATION AGREEMENT TO ADD PROPERTY

THIS MORTGAGE MODIFICATION AGREEMENT TO ADD PROPERTY (the "Agreement"), is made and entered into as of the 12th day of October, 2007, by and between:

- (i) **ADAMS HOMES, L.L.C.**, an Alabama Limited Liability Company, with a mailing address at 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 (collectively, the "Mortgagor"); and
- (ii) **AMTRUST BANK, formerly known as OHIO SAVINGS BANK**, a Federal Savings Bank, with an address at 1801 East Ninth Street, Suite 200, Cleveland, Ohio 44144 ("Lender").

WITNESSETH:

WHEREAS, the Mortgagor executed and delivered that certain Renewal Revolving Mortgage Note (the "Note") dated as of 12th day of April, 2006, payable to the order of the Lender in the face principal amount of One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00), which Note is secured, in part, by that certain Mortgage and Security Agreement dated 12th day of April, 2006, made by the Mortgagor to and in favor of the Lender, as recorded in Instrument No. 987595, Probate Records of Baldwin County, as recorded in Book LR200706, Page 6717, Probate Records of Jefferson County as recorded in Book 2007 Page 20267, Probate Records of Limestone County, as recorded in Document No. 20060710000451830, Probate Records of Madison County, as recorded in Book 6011, Page 1140, Probate Records of Mobile County as recorded in Document No. 20060714000341660, Probate Records of Shelby County, Alabama (the "Mortgage").

WHEREAS, the Mortgage provides for the submission of additional lots, pieces or parcels of land to the lien and encumbrance thereof as additional security for payment of the Note and the performance of all of the obligations of the Mortgagor secured thereby.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00), and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby modifies the Mortgage and spreads the lien of the Mortgage as follows:

1. Definitions. All capitalized terms used herein, unless otherwise defined, shall have their same respective meanings herein as in the Mortgage.

2. Additional Land. The Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants, confirms and hypothecates to the Lender, and grants Lender a security interest in all those certain lots, pieces, or parcels of land described on the attached **Exhibit "A"** which is incorporated herein by reference, together with the buildings and improvements now or hereafter situated thereon, (the "Additional Land") as security for the payment of the Note, as to Alabama Advances (as defined in the Mortgage) only, together with interest thereon as provided therein, and such other obligations and indebtedness of the Mortgagor to the Lender, whether now existing or hereafter arising as are secured by the terms of the Mortgage, subject to each of the terms, covenants and conditions contained in the Mortgage.

3. Acknowledgment. The Mortgagor agrees that the Lender has complied with each and every term, covenant and condition of the Mortgage, and all other agreements relating thereto, and that Borrower as of the date hereof, has no set off or claim of any nature against the Lender relating to the Mortgage, or any agreement relating thereto.

4. Representations and Warranties. The Mortgagor hereby makes and remakes each of the representations and warranties contained in the Mortgage as of the date hereof, which representations and warranties shall be deemed continuing and shall survive the execution and delivery hereof.

5. Reaffirmation. Except as modified hereby, the Mortgage shall remain in full force and effect according to its original terms, covenants and conditions (which are hereby incorporated herein by reference), and the modifications contained herein shall not be deemed to be a waiver by Mortgagee of any rights contained in the Mortgage, including, but not limited to, the right to demand payment in full of the Note and to foreclose the Mortgage should the Mortgagor default in any of its obligations contained in the Note, the Mortgage or in any other documents or instrument executed in connection with, or as security for, the Note.

6. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed on the date first above written.

ADAMS HOMES, L.L.C., an Alabama limited liability company

Diane S. Jernigan
Witness **DIANE S. JERNIGAN**

Rebecca F. Kates
Witness **REBECCA F. KATES**

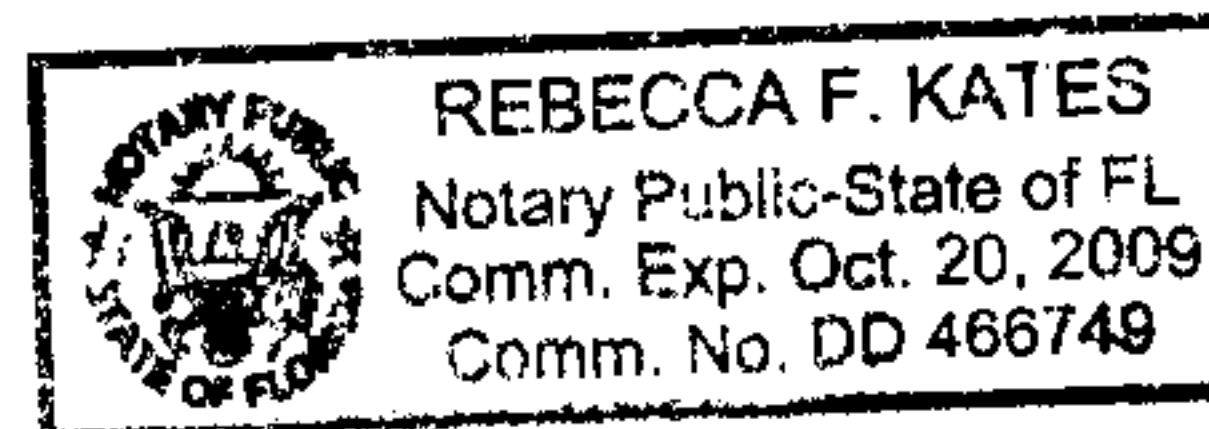
By: *Glenn H. Schneiter*
Name: Glenn H. Schneiter
Title: Assistant Controller

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Glenn H. Schneiter, whose name as Assistant Controller, of Adams Homes, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 12th day of October, 2007.

Rebecca F. Kates
Notary Public
Name:



20071022000487870 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
10/22/2007 11:24:38AM FILED/CERT

Exhibit "A"

Lots 12, 49 and 88, Chesapeake Subdivision, according to the plat thereof, recorded in Map Book 37, Page 123, as recorded in the Office of the Judge of Probate of Shelby County, Alabama.