

MORTGAGE MODIFICATION AND SUPPLEMENT AGREEMENT

This Loan Modification Agreement (the "Agreement"), made this 18th day of March, 2008 by and BIRDWELL BUILDING CO., INC. ("Borrower") and William Bennett and Pete Bennett ("Lender"), amends and supplements (1) the Mortgage, (the "Security Instrument"), dated 7/25/07, and recorded in instrument number 20070727000350630 of the Public Records of Shelby County, State of Alabama in which mortgage the lands securing said indebtedness were described as follows (the Original Legal Description) to wit:

Lot 12 according to the Final Plat Creekwater Phase One, as recorded in Map Book 38, Page 138 in the Probate Office of Shelby County, Alabama.

The Security Instrument is hereby amended and modified to add the herein described property as security under this Modification, (when conveyed to Birdwell Building, Inc.) to wit:

Lot 7 according to the Final Plat Creekwater Phase One as recorded in Map Book 38 Page 138 in the Probate Office of Shelby County, Alabama.

In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or the Security Instrument):

NOW THEREFORE, said now held mortgage shall be a valid first mortgage and is not impaired by this modification, it is agreed by the parties hereto that the legal description of the land securing said mortgage is amended from the Original Legal Description to the Revised Legal Description.

1. Mortgagors hereby covenant, promise and agree and reaffirm to pay the note at all times, in the manner provided, to perform all covenants and obligations of the mortgage and to be bound by all terms of said note and mortgage.

2. This Agreement does not constitute the creation of new debt nor the extinguishment of the debt evidenced by said note, nor does it in any way impair the lien of said mortgage, which mortgagors acknowledge to be a valid existing first mortgage lien against the real property described herein and shall continue in full force and effect until fully satisfied.

3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

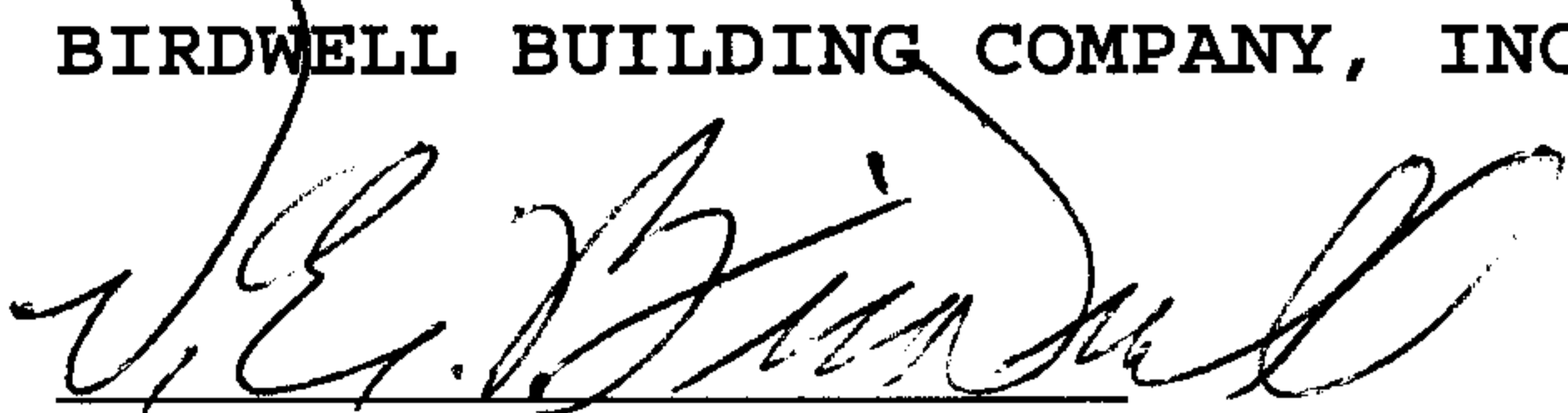
4. All of the Lender's rights against all parties, including but not limited to all parties secondly liable, are hereby reserved.

5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns or successors and assigns of the respective parties hereto.

6. Borrower shall pay all costs of modification, including but not limited to document preparation, recording and title endorsements.

BORROWER:

BIRDWELL BUILDING COMPANY, INC.



BY: V.E. Birdwell
ITS: President

LENDER:

SEE ATTACHED
WILLIAM BENNETT

SEE ATTACHED
PETE BENNETT

STATE OF Alabama)
Shelby COUNTY)

I, a Notary Public in and for said County, in said State, hereby certify that V.E. Birdwell as President of Birdwell Building Company, Inc. whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily as act of said corporation.

Given under my hand and official seal this the 18th day of March, 2008.


JOHN R. HOLLIMAN
NOTARY PUBLIC - ALABAMA
My Commission Expires 8-29-10
My commission expires: _____

STATE OF Alabama)
Shelby COUNTY)

I, a Notary Public in and for said County, in said State, hereby certify that William Bennett and Pete Bennett whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily.

Given under my hand and official seal this the ____ day of March, 2008.

SEE ATTACHED
NOTARY PUBLIC
My commission expires: _____

5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns or successors and assigns of the respective parties hereto.

6. Borrower shall pay all costs of modification, including but not limited to document preparation, recording and title endorsements.

BORROWER:

BIRDWELL BUILDING COMPANY, INC.

SEE ATTACHED

BY:

ITS:

LENDER:

William Bennett

WILLIAM BENNETT

Pete Bennett

PETE BENNETT

STATE OF Alabama)

Shelby COUNTY)

I, a Notary Public in and for said County, in said State, hereby certify that _____ as President of Birdwell Building Company, Inc. whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily as act of said corporation.

Given under my hand and official seal this the ____ day of March, 2008.

SEE ATTACHED

NOTARY PUBLIC

My commission expires:

STATE OF Alabama)

Shelby COUNTY)

I, a Notary Public in and for said County, in said State, hereby certify that William Bennett and Pete Bennett whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily.

Given under my hand and official seal this the 10th day of March, 2008.

Deborah Doughty

NOTARY PUBLIC

My commission expires: 6/16/10