

This instrument prepared by and return to:

John W. Monroe, Jr. of
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, Florida 32502
File No.: A0458-118574 rfk

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 of Loan Documents and Spreader Agreement described herein in Baldwin County, and as amended described herein in Madison County, Alabama.

MORTGAGE SPREADER AGREEMENT
(Under Revolving Line of Credit)

THIS AGREEMENT, is made this 8th day of April, 2008, by and between ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida Corporation, and ADAMS HOMES, L. L. C., an Alabama limited liability company, (collectively, jointly and severally, the "Borrower"), whose address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida, 32563, and BANK OF AMERICA N.A., a national banking association, formerly known as NATIONSBANK, N. A., its successors and assigns ("Lender"), whose address is 100 West Garden Street, Pensacola, Florida, 32501.

RECITALS

A. Borrower has previously executed and delivered its Florida Revolving Line of Credit Note dated FEBRUARY 16, 1999, in the amount of \$6,500,000.00 and its Alabama Additional Advance Promissory note dated MARCH 1, 1999, in the amount of \$1,013,600.00, together that certain Consolidation Promissory dated MARCH 1, 1999, in the amount of \$7,513,600.00, together with that certain Consolidation Promissory note dated APRIL 9, 1999 with a aggregate amount of \$20,000,000.00, together with that certain Consolidated Promissory Note dated APRIL 7, 2000 with a aggregate amount of \$40,000,000.00, and together with that Consolidation Note dated October 15, 2001 with a aggregate amount of \$50,000,000.00, and together with that Consolidation Note dated July 2, 2004 with a aggregate amount of \$70,000,000.00, Consolidated Promissory Note dated May 4, 2006, in the aggregate amount of \$100,000,000.00, Amended and Restated Promissory Note dated May 18, 2007 in the aggregate amount of \$100,000,000.00, Consolidated Promissory Note dated August 23, 2007 in the aggregate amount of \$150,000,000.00, all collectively hereafter referred to as "Notes").

B. Borrower has secured the Notes with the following:

1. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 4374, page 1548, of the public records of ESCAMBIA County, Florida, together with subsequent Modifications and Mortgage Spreader Agreements, together with that certain UCC-1 Financing Statement recorded in Official Records Book 4374, Page 1579 as modified, and modified by various Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Escambia County, Florida, and last modified by that Future Advance/Consolidation/Note and Mortgage Modification Agreement dated July 2, 2004 and recorded in Official Records Book 5451, Page 1899, of the public records of ESCAMBIA County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
2. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 1741, page 787, of the public records of SANTA ROSA County, Florida, together with subsequent Modifications and Mortgage Spreader Agreements, together with that certain UCC-1, Financing Statement recorded in Official Records Book 1741, Page 818 as modified, and by various Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Santa Rosa County, Florida, and last modified by that Future Advance/Consolidation/Note and Mortgage Modification Agreement dated July 2, 2004 and recorded in Official Records Book 2323, Page 447, of the public records of SANTA ROSA County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
3. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 2199, Page 3139, of the public records of OKALOOSA County, Florida, together with subsequent Modifications and Mortgage Spreader Agreements, together with that certain UCC-1, Financing Statement recorded in Official Records Book 2199, Page 3170 as modified, by various Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Okaloosa County, Florida, and last modified by that Future Advance/Consolidation/Note and Mortgage Modification Agreement dated July 2, 2004 and recorded in Official Records Book 2545, Page 4636, of the Public Records of Okaloosa County,

Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.

4. A Real Estate Mortgage, Assignment and Security recorded in Official Records Book 1968, Page 75, of the public records of WALTON County, Florida, together with subsequent Modifications and Mortgage Spreader Agreements, together with that certain UCC-1, Financing Statement recorded in Official Records Book 1968, Page 106 as modified, by various Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Walton County, Florida, and last modified by that Future Advance/Consolidation/Note and Mortgage Modification Agreement dated July 2, 2004 and recorded in Official Records Book 2620, Page 54, of the public records of WALTON County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
5. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 9308, Page 1, of the Public Records of DUVAL County, Florida together with subsequent Modifications and Mortgage Spreader Agreements, and 7, by various Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Duval County, Florida, and last modified by that Future Advance/Consolidation/Note and Mortgage Modification Agreement dated July 2, 2004 and recorded in Official Records Book 11928, Page 1305, the Public Records of Duval County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
6. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 1853, Page 249, and Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 2238, Page 1264, of the Public Records of St. Johns County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
7. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 2127, Page 374, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 2402, Page 0001, of the Public Records of Clay County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
8. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 872, Page 605, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 1114, Page 1046, of the Public Records of Flagler County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
9. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 6686, Page 2518, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 7527, Page 2977, of the Public Records of Orange County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
10. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 2215, Page 1090, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 2611, Page 619, of the Public Records of Lake County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
11. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 2217, Page 1032, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 2471, Page 1062, of the Public Records of Bay County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
12. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 4969, Page 4153, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 5358, Page 418, of the Public Records of Volusia County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
13. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 4747, Page 1925, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 5332, Page 2173, of the Public Records of Brevard County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
14. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 3785, Page 4353, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 4363, Page

4313, of the Public Records of Lee County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.

15. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 1617, Page 1532, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 2013, Page 2521, of the Public Records of St. Lucie County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
16. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 5183, Page 1862, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 5850, Page 1912, of the Public Records of Polk County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
17. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 2151, Page 1837, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 2556, Page 1284, of the Public Records of Osceola County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
18. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Instrument No. 2003136784, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Instrument No. 2004135398, of the Public Records of Sarasota County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
19. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 1690, Page 727, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 1868, Page 399, of the Public Records of Hernando County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
20. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 2266, Page 1508, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 2508, Page 1986, of the Public Records of Charlotte County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
21. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 1689, Page 863, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 1760, Page 1531, of the Public Records of Indian River County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
22. A Real Estate Mortgage, Assignment and Security Agreement recorded in Official Records Book 1729, Page 181, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreements recorded in Official Records Book 1740, Page 1560, of the Public Records of Citrus County, Florida evidencing an increase in the loan amount to a total of \$70,000,000.00 and subsequent Mortgage Spreader Agreements.
23. A Real Estate Mortgage and Security Agreement recorded in Real Property Book 4688, Page 1272, together with that certain Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreement recorded in Real Property Book 4688, Page 1288, together with that certain UCC-1, Financing Statement recorded as UCC Reference number E57218, and a Future Advance/Consolidation/Note and Mortgage Modification Agreement recorded in Real Property Book 4703, Page 1406, and Mortgage Modification Agreement dated November 21, 2002 and recorded in Real Property Book 5266, Page 1515, by modified by that Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreement dated July 2, 2004 and recorded in Real Property Book 5631, Page 1750, Future Advance Consolidation/Modification of Loan Documents Agreement dated May 4, 2006, and recorded in Real Property Book 6019, Page 250, all of the records of the Judge of Probate of MOBILE County, Alabama together with subsequent Mortgage Spreader Agreements.
24. A Real Estate Mortgage and Security Agreement recorded as Instrument Number 484195, together with that certain Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreement recorded as Instrument Number 484196, together with that certain UCC-1, Financing Statement recorded as UCC File Number 150743, and a Future Advance/Consolidation/Note and Mortgage Modification Agreement and Spreading Agreement recorded as Instrument No. 488533, and Corrective Future Advance/Consolidation/Note and Mortgage Modification Agreement dated October 15, 2001 and recorded in Instrument No. 643871, and a Mortgage Modification Agreement recorded in Instruments No. 695682, as modified by that Future Advance/Consolidation/Note and Mortgage Modification Agreement dated July 2, 2004 and

recorded in Instrument No. 822799, Future Advance Consolidation/Modification of Loan Documents Agreement dated May 4, 2006, and recorded in Instrument No. 992049, all of the records of the Judge of Probate of BALDWIN County, Alabama together with subsequent Mortgage Spreader Agreements.

25. Mortgage and Security Agreement dated July 19, 2007, and recorded in Document No. 20071010000712860, in the Office of Judge of Probate of Madison County, recorded in Rply Book 2007, Page 78284, in the Office of the Judge of Probate of Limestone County, recorded in Document No. 20071026000496310, in the Office of the Judge of Probate of Shelby County, recorded in Mortgage Book 2007, Page 59811, in the Office of Judge or Probate of St. Clair County, Alabama.
26. Modification of Loan Documents and Spreader Agreement dated August 23, 2007, and recorded in Instrument No. 1105441, in the Office of Judge of Probate of Baldwin County, recorded in Real Property Book 6349, Page 1125, in the Office of the Judge of Probate of Mobile County, recorded in Document No. 20080314000166150, in the Office of Judge of Probate of Madison County, recorded in Book 2008, Page 17175, in the Office of the Judge of Probate of Limestone County, recorded in Document No. 20080318000110750, in the Office of the Judge of Probate of Shelby County, recorded in Mortgage Book 2008, Page 12603, in the Office of Judge or Probate of St. Clair County, Alabama.
27. Note and Mortgage Modification Agreement and Spreading Agreement dated November 21, 2002 and recorded in the following: Official Records Book 5019, Page 111, of the Public Records of Escambia County, Official Records Book 2077, Page 1215, of the Public Records of Santa Rosa County, Official Records Book 2397, Page 1888, of the Public Records of Okaloosa County, Official Records Book 2453, Page 159, of the Public Records of Walton County, Official Records Book 10784, Page 519, of the Public Records of Duval County, Official Records Book 1853, Page 280, of the Public Records of St. Johns County, Official Records Book 2127, Page 405, of the Public Records of Clay County, Official Records Book 872, Page 636, of the Public Records of Flagler County, Official Records Book 6686, Page 2549, of the Public Records of Orange County, Official Records Book 2215, Page 1121, of the Public Records of Lake County, Official Records Book 2217, Page 1063, of the Public Records of Bay County, Official Records Book 4969, Page 4184, of the Public Records of Volusia County, Official Records Book 4747, Page 1956, of the Public Records of Brevard County, Official Records Book 3785, Page 4353, of the Public Records of Lee County, Official Records Book 1617, Page 1563, of the Public Records of St. Lucie County, Official Records Book 5183, Page 1893, of the Public Records of Polk County and Official Records Book 2151, Page 1868, of the Public Records of Osceola County, and subsequent Mortgage Spreading Agreements.
28. Future Advance/Consolidation/Modification of Loan Documents Agreement dated May 4, 2006 and recorded in the following: Official Records Book 5902, Page 950, of the Public Records of Escambia County, Official Records Book 2600, Page 1553, of the Public Records of Santa Rosa County, Official Records Book 2707, Page 4498, of the Public Records of Okaloosa County, Official Records Book 2718, Page 4396, of the Public Records of Walton County, Official Records Book 13259, Page 255, of the Public Records of Duval County, Official Records Book 2702, Page 263, of the Public Records of St. Johns County, Official Records Book 2722, Page 1620, of the Public Records of Clay County, Official Records Book 1432, Page 273, of the Public Records of Flagler County, Official Records Book 8638, Page 248, of the Public Records of Orange County, Official Records Book 3158, Page 1857, of the Public Records of Lake County, Official Records Book 5829, Page 1227, of the Public Records of Volusia County, Official Records Book 5643, Page 7778, of the Public Records of Brevard County, Instrument No. 2006000194345, of the Public Records of Lee County, Official Records Book 2558, Page 1819, of the Public Records of St. Lucie County, Official Records Book 6773, Page 2203, of the Public Records of Polk County, Official Records Book 3161, Page 698, of the Public Records of Osceola County, Instrument No. 2006087086, of the Public Records of Sarasota County, Official Records Book 2254, Page 733, of the Public Records of Hernando County, Official Records Book 2963, Page 1946, of the Public Records of Charlotte County and Official Records Book 2030, Page 2222, of the Public Records of Indian River County, Official Records Book 2005, Page 2381, of the Public Records of Citrus County, Official Records Book 4433, Page 1456, of the Public Records of Marion County and subsequent Mortgage Spreading Agreements.
29. Consolidation/Modification of Loan Documents Agreement dated August 23, 2007 and recorded in the following: Official Records Book 6209, Page 780, of the Public Records of Escambia County, Official Records Book 2767, Page 836, of the Public Records of Santa Rosa County, Official Records Book 2805, Page 4305, of the Public Records of Okaloosa County, Official Records Book 2771, Page 4787, of the Public Records of Walton County, Official Records Book 14172, Page 1293, of the Public Records of Duval County, Official Records Book 2975, Page 1445, of the Public Records of St. Johns County, Official Records Book 2940, Page 2133, of the Public Records of Clay County, Official Records Book 1612, Page 1018, of the Public Records of Flagler County, Official Records Book 9424, Page 3284, of the Public Records of Orange County, Official Records Book 3501, Page 2185, of the Public Records of Lake County, Official Records Book 6120, Page 2539, of the Public Records of Volusia County, Official Records Book 5807, Page 9534, of the Public Records of Brevard County, Instrument No. 2007000271597, of the Public Records of Lee County, Official Records Book 2875, Page 102, of the Public Records of St. Lucie County, Official

Records Book 7414, Page 86, of the Public Records of Polk County, Official Records Book 3555, Page 1821, of the Public Records of Osceola County, Instrument No. 2007137576, of the Public Records of Sarasota County, Official Records Book 2486, Page 505, of the Public Records of Hernando County, Official Records Book 3206, Page 1813, of the Public Records of Charlotte County and Official Records Book 2200, Page 162, of the Public Records of Indian River County, Official Records Book 2159, Page 109, of the Public Records of Citrus County, Official Records Book 4880, Page 1647, of the Public Records of Marion County, Official Records Book 18079, Page 773, of the Public Records of Hillsborough County and subsequent Mortgage Spreading Agreements.

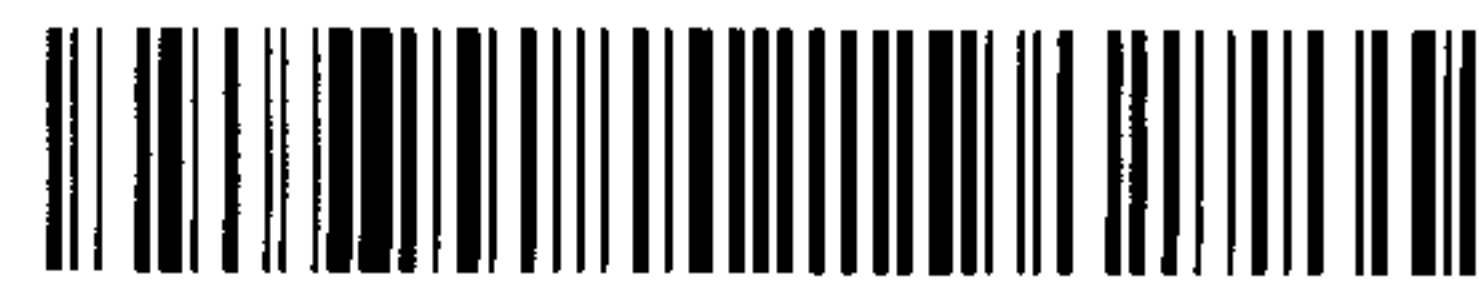
All of the foregoing as amended, modified and renewed from time to time, collectively referred to as the "Mortgages".

C. Borrower and Bank entered into a certain Master Loan Agreement dated FEBRUARY 16, 1999, together with subsequent amendments and restatements thereto with the last of such being an Amended and Restated Master Loan Agreement dated August 23, 2007, setting forth the terms upon which Bank has agreed to make advances under the Notes from time to time for development of the project and the construction of dwellings on the land and/or lots encumbered by the Mortgages and a Hazardous Substance Certificate and Indemnification Agreement. The Mortgages, Master Loan Agreement, Guaranties executed by Adams Homes AEC, LLC, South Carolina Limited Liability Company from time to time ("Guaranty"), Hazardous Substance Certificate and Indemnification Agreement, and financing statement, including any prior and subsequent modifications thereto, are referred to herein as the "Loan Documents."

D. Borrower has requested Lender to make advances pursuant to the Notes for parcels of property that are not presently encumbered by the Loan Documents, and Lender has agreed to make such advances to Borrower provided that the Loan Documents are amended to include and encumber such property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Notes, Mortgages and Loan Agreement, of the loan funds being advanced from time to time by Bank to Borrower, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are acknowledged as true and correct and are incorporated herein.
2. In order to further secure the indebtedness evidenced by the Notes and secured by the Loan Documents, the Mortgages and Loan Documents are hereby modified and amended to include within the Land as defined in the Mortgages all of that certain real property described in Exhibit "A" attached (the "Additional Mortgaged Land"). The Additional Mortgaged Land shall be encumbered by the Loan Documents and subject to all of the covenants, terms, and provisions thereof, Borrower hereby giving, bargaining, selling, warranting, alienating, remising, releasing, conveying, assigning, transferring, mortgaging, hypothecating, depositing, pledging, setting over, and confirming unto Lender all of Borrower's estate, right, title and interest in, to and under the Additional Mortgaged Land all to the same end and with the same force and effect as if included at the time the Mortgages were executed and delivered. As to the Additional Mortgaged Land, Borrower makes all representations and warranties in the Loan Documents originally applicable to the mortgaged land, and agrees that the Additional Mortgaged Land shall be subject to all covenants and provisions of the Loan Documents as if originally subject thereto.
3. DOCUMENTARY STAMP TAX IN THE AMOUNT PRESCRIBED BY LAW HAS BEEN PAID FROM TIME TO TIME AT THE TIME OF RECORDING OF THE VARIOUS MORTGAGES, FUTURE ADVANCES/CONSOLIDATION/NOTE AND MORTGAGE MODIFICATION AGREEMENT ON THE TOTAL AMOUNT OF THE \$150,000,000.00 NOTE SECURED BY THE MORTGAGES DESCRIBED ABOVE. ACCORDINGLY, NO ADDITIONAL FLORIDA DOCUMENTARY TAX IS DUE IN CONNECTION HERewith. INTANGIBLE TAX WAS PAID ON A TOTAL LOANS IN THE CUMULATIVE AMOUNT OF \$150,000,000.00 AT THE TIME OF RECORDING THE MORTGAGE DATED FEBRUARY 16, 1999 AND SUBSEQUENT MORTGAGE SPREADER AGREEMENTS AND VARIOUS FUTURE ADVANCE/CONSOLIDATION/NOTE AND MORTGAGE MODIFICATION AGREEMENTS. NO FURTHER INTANGIBLE TAX IS DUE. THIS AGREEMENT IS BEING RECORDED IN THE PUBLIC RECORDS IN VARIOUS COUNTIES IN FLORIDA. ALL FLORIDA DOCUMENTARY STAMPS AND INTANGIBLE TAX WERE PAID WITH RECORDINGS IN ESCAMBIA COUNTY, FLORIDA.
4. Borrower hereby affirms all of its obligations set forth in the Notes, Mortgages, and the other Loan Documents and agrees to perform each and every covenant, agreement and obligation therein and herein, and further agrees to be bound by each and all of the terms and provisions thereof. The Additional Mortgaged Land shall in all respects be subject to the lien, charge, and encumbrances of the Mortgages and nothing herein contained or done shall affect the lien, charge, or encumbrance of the Mortgages, as modified hereby, or its priority over any other liens, charges, encumbrances, or conveyances.
5. Borrower warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the Additional Mortgaged Land other than the first lien of the Mortgages, that the Mortgages are binding upon the Borrower, its successors and assigns, that Bank has heretofore fully performed its obligations under the Notes, Mortgages and Loan Documents, and that the Borrower has no claims or offsets against the Bank or against the indebtedness under the Notes, the obligations under the Mortgages, or the obligations under any of the Loan Documents. Borrower does hereby release and hold harmless Bank, its officers, employees and agents, from and against any claim, action, suit, demand, cost, expense or liability of any kind whether known or unknown, relating in any way to the making of the Loan evidenced by the Notes and Mortgages or the administration thereof, or the communications and business dealings between Bank and Borrower through the date hereof. Borrower



represents and warrants (i) that it has no defenses, setoffs, counterclaims, actions or equities in favor of Borrower to or against enforcement of the Notes, Mortgages or other Loan Documents; and (ii) no agreement, oral or otherwise, has been made by any of Bank's employees, agents, officers or directors to further extend or modify the Notes, the Mortgages or the Loan Documents.

6. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgages, and that all sums advanced in connection herewith shall have the same priority as the sums originally under the Mortgages. In the event this instrument, or any part hereof, or any of the instruments executed in connection herewith shall be construed or shall operate to affect the lien priority of the Mortgages, then, to the extent such instrument creates a charge upon the real property encumbered by the Mortgages in excess of that contemplated and permitted by the Mortgages, and to the extent third persons acquiring an interest in such property between the time of the recording of the Mortgages and the recording hereof are prejudiced thereby, if any, this instrument shall be void and of no force or effect; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all the terms and conditions hereof until all indebtedness owing from Borrower to Bank shall have been paid.

7. The Hazardous Substance Certificate and Indemnification Agreement is extended to the Additional Mortgaged Land.

IN WITNESS WHEREOF, the parties have executed this agreement the date first written above.

Signed, sealed, and delivered in the presence of:

Mary C Hart
MARY C. HART

Rebecca F. Kates
REBECCA F. KATES

Rebecca F. Kates
REBECCA F. KATES
Diane S. Jennigan
DIANE S. JENNIGAN

BORROWER:

ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida Corporation,

By: Glenn H. Schneiter
Glenn H. Schneiter, Assistant Controller

ADAMS HOMES, L. L. C., an Alabama limited liability
By: ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida Corporation, Member

By: Glenn H. Schneiter
Glenn H. Schneiter, Assistant Controller

Borrower's Address:


3000 Gulf Breeze Parkway

Gulf Breeze, Florida 32563

BANK OF AMERICA, N.A. f/k/a NATIONSBANK, N.A.

By: Trice Dukes
Trice Dukes, Vice President
"Bank"

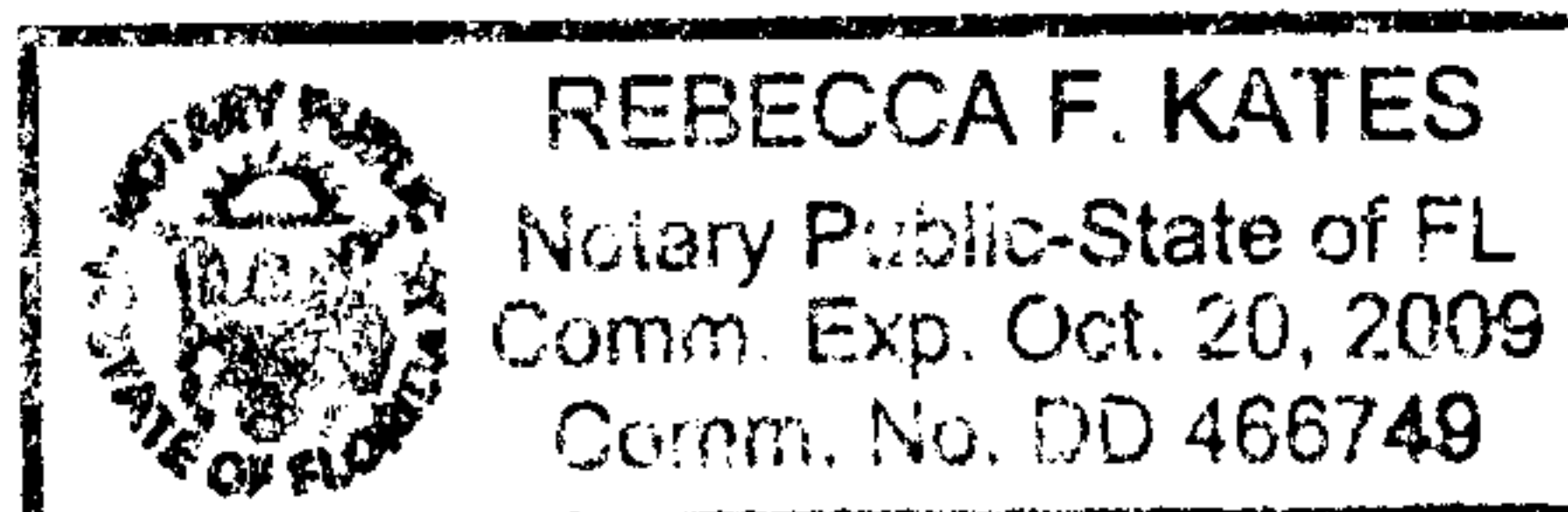
STATE OF FLORIDA
COUNTY OF ESCAMBIA


20080417000157630 6/7 \$30.00
Shelby Cnty Judge of Probate, AL
04/17/2008 01:27:03PM FILED/CERT

The fore going instrument was acknowledged before me this 8th day of April, 2008, by GLENN H. SCHNEITER as ASSISTANT CONTROLLER of ADAMS HOMES OF NORTHWEST FLORIDA, INC., a FLORIDA CORPORATION, on behalf of the CORPORATION; GLENN H. SCHNEITER as ASSISTANT CONTROLLER of ADAMS HOMES OF NORTHWEST FLORIDA, INC., a FLORIDA CORPORATION, on behalf of the CORPORATION, as MEMBER of ADAMS HOMES, L. L. C., an ALABAMA LIMITED LIABILITY COMPANY, on behalf of the COMPANY; He is personally known to me.

Rebecca F. Kates
Notary Public, State of Florida at Large

STATE OF FLORIDA
COUNTY OF ESCAMBIA



The foregoing instrument was acknowledged before me this 14th day of April, 2008, by Trice Dukes, Vice-President of Bank of America, N.A. formerly known as NationsBank, N.A., a national banking association, on behalf of the association and he is personally known to me.

Rebecca F. Kates
Notary Public, State of Florida at Large

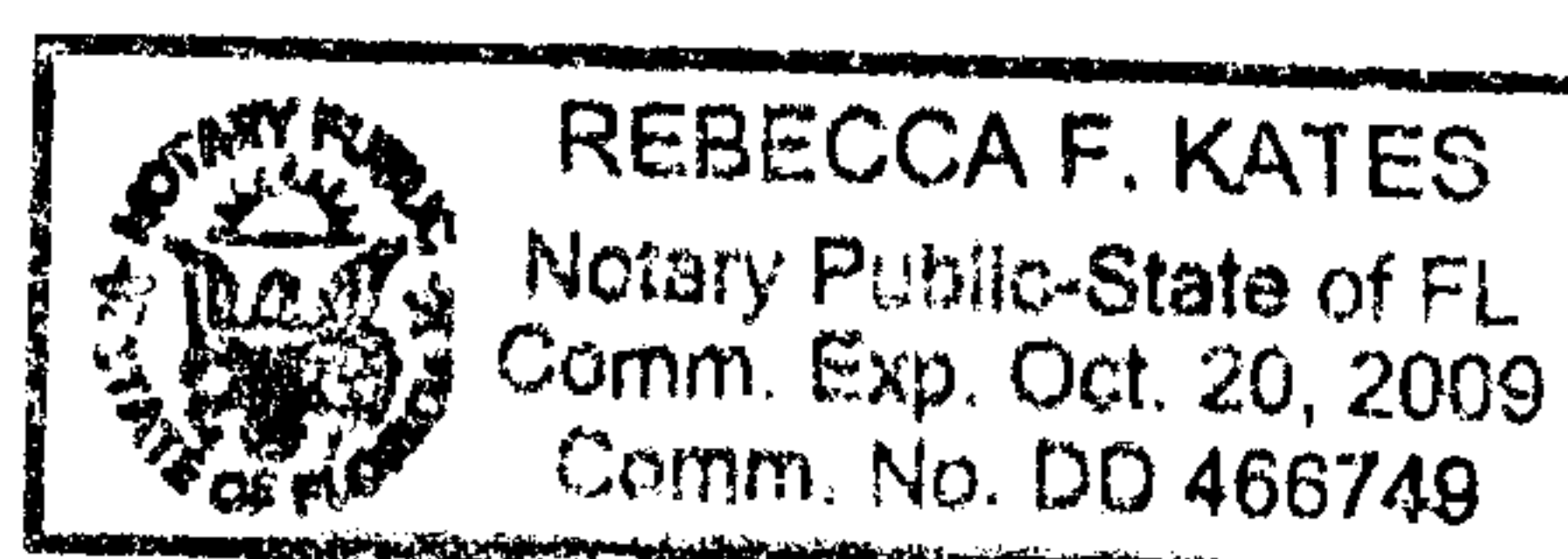


EXHIBIT "A"
TO
MORTGAGE SPREADER, FUNDING AGREEMENT, AND NOTICE OF ADVANCE

Borrower\Mortgagor\Debtor: Adams Homes of Northwest Florida, Inc. and Adams Homes, L.L.C.

Bank\Mortgagee\Secured Party: Bank of America, N.A. f/k/a NationsBank, N.A.

Additional Mortgaged Land

Lots 2014 and 2015, Old Cahaba Phase V 5th Addition according to the plat thereof as recorded in Map Book 37, page 53, in the Office of the Judge of Probate of Shelby County, Alabama.



20080417000157630 7/7 \$30.00
Shelby Cnty Judge of Probate, AL
04/17/2008 01:27:03PM FILED/CERT