

AFFIDAVIT AND AGREEMENT

STATE OF ALABAMA

**COUNTY OF SHELBY AND
COUNTY OF JEFFERSON**

Before me, the undersigned, personally appeared Chris Williams, the President of Buck Creek Construction, Inc., who being duly sworn hereby deposes and says as follows:

1. My name is Chris Williams and I am the president of Buck Creek Construction, Inc. ("Mortgagor"), the mortgagor in that certain mortgage in favor of ServisFirst Bank ("Lender") dated August 29, 2007 and recorded (i) in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20070920000441340 and (ii) in the office of the Judge of Probate of Jefferson County Alabama in Bk: LR200764, Page 17314, as amended by various amendments also recorded in the Office of the Judge of Probate of Shelby County, Alabama and in the Office of the Judge of Probate of Jefferson County, Alabama (collectively, as amended, the "Mortgage").

2. Mortgagor is informed and aware that ServisFirst Bank has previously executed, delivered and recorded various partial releases of property covered by the Mortgage including (i) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20081201000452780, (ii) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20080617000246860, (iii) that certain Partial Satisfaction of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20080923000376190, (iv) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20090812000309630, (v) that certain Partial Satisfaction of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20080728000303640, (vi) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20081106000430880, (vii) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20080409000144410, (viii) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Jefferson County, Alabama in Bk: LR200963, Pg: 8855, (ix) that certain Partial Satisfaction of Recorded Lien recorded in the office of the Judge of Probate of Jefferson County, Alabama in Bk: LR200863, Pg: 19786, (x) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20090812000309610, (xi) that certain Partial Satisfaction of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20090428000156130 and (xii) that certain Partial Satisfaction of Recorded Lien recorded in the office of the Judge of Probate of Jefferson County, Alabama in Bk: LR200863, Pg: 9441, (collectively, the "Partial Releases").

3. Notwithstanding any language in the Partial Releases purportedly acknowledging full payment of the indebtedness secured by the Mortgage, Mortgagor acknowledges, affirms and

agrees that (i) the indebtedness secured by the Mortgage has not been paid in full and that the Mortgage and all other Loan Documents as defined in the Mortgage remain in full force and effect, and (ii) each of the Partial Releases only released the specific parcel of real property identified in the Partial Release.

DATE: December 8, 2009.

BUCK CREEK CONSTRUCTION, INC.

By: Chris Williams
Name: Chris Williams
Title: President

Sworn to and subscribed before me
this 8 day of December, 2009.

For Christian Williams
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 22, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS