

AFFIDAVIT AND AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

Before me, the undersigned, personally appeared John B. Davis, Jr., a member of Flagstone Builders, LLC f/k/a D & B Homes, LLC, who being duly sworn hereby deposes and says as follows:

1. My name is John B. Davis, Jr. and I am a member of Flagstone Builders, LLC d/k/a D & B Homes, LLC ("Mortgagor"), the mortgagor in that certain mortgage in favor of ServisFirst Bank ("Lender") dated November 9, 2007 and recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20071109000519320 (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 Satisfaction of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20080909000359000, (ii) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20090428000156230, (iii) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20090226000068980, (iv) that certain Partial Satisfaction of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20080909000359010, (v) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20080409000144420, (vi) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20090612000226330, (vii) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20080423000166950, and (viii) that certain Partial Release of Recorded Lien recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument #20090428000156240 (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 (i) that 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) that each of the Partial Releases only released the specific parcel or parcels of real property identified in the Partial Release.

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DATE: January 12, 2010

FLAGSTONE BUILDERS, LLC F/K/A D&B
HOMES, LLC

By: [Signature]
Name: John B. Davis, Jr.
Title: Member

Sworn to and subscribed before me
this 12th day of January, 2010

[Signature]

Notary Public

My commission expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS