

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT dated January 31, 2014, is made and executed between Robert T. Tolbert and Yolanda Tolbert, husband and wife, (referred to below as "Mortgagor") and Oak Island Farm, LLC., whose address is 810 Paradise Cove Lane, Wilsonville, Alabama 35186 (referred to below as "Mortgagee").

MORTGAGE. Mortgagor and Mortgagee have entered into a Mortgage Agreement dated November 29, 2011, (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 01/06/2012 under Instrument #20120106000008430 in the Office of the Judge of Probate, Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See Exhibit "A" for legal description.

MODIFICATION. Mortgagor and Mortgagee hereby modify the Mortgage as follows:

Mortgagee allows Mortgagor to increase the original Mortgage Agreement, from Three Million One Hundred Forty-Nine Thousand Six Hundred Eighty-One and 72/100 Dollars (\$3,149,681.72) to Three Million One Hundred Ninety Thousand and 00/100 Dollars (\$3,190,000.00).

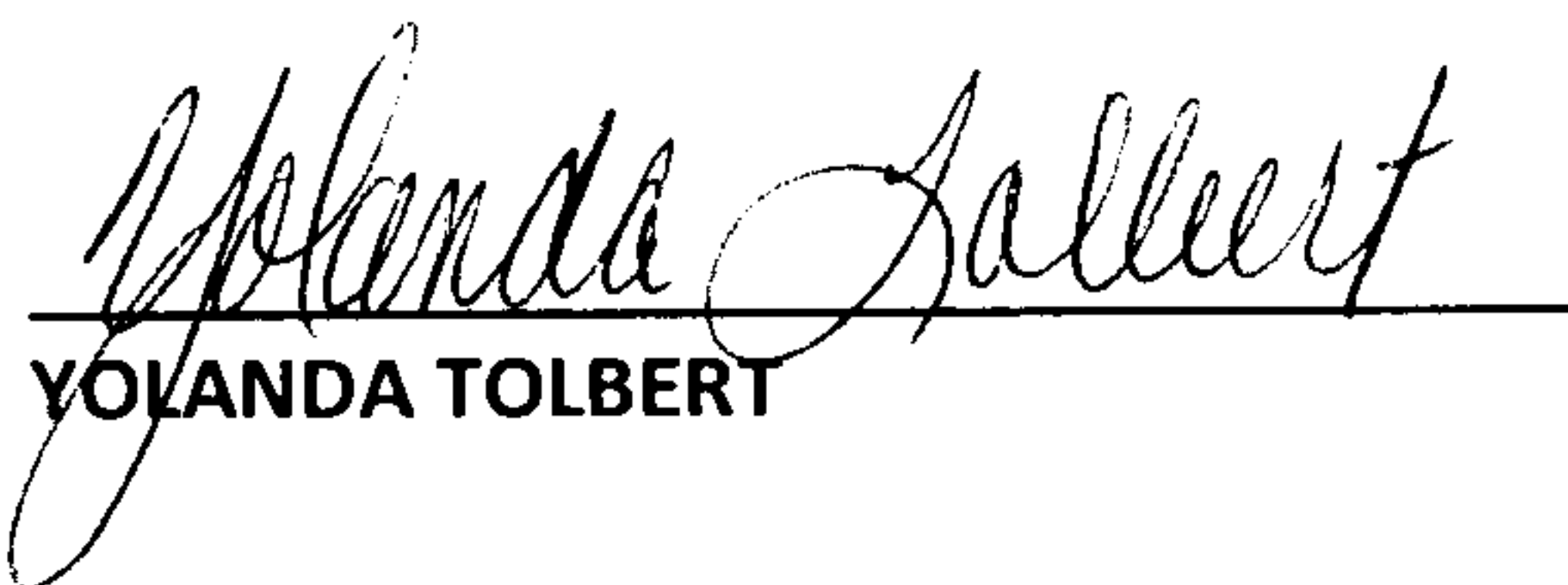
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force effect and are legally valid, binding and enforceable in accordance with their respective terms. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any further modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note, as amended, or other credit agreement secured by the Mortgage (the "Note").

MORTGAGEE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE MODIFICATION AGREEMENT AND MORTGAGOR AGREES TO ITS TERMS. THIS MORTGAGE MODIFICATION AGREEMENT IS DATED JANUARY 31, 2014.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.



ROBERT T. TOLBERT



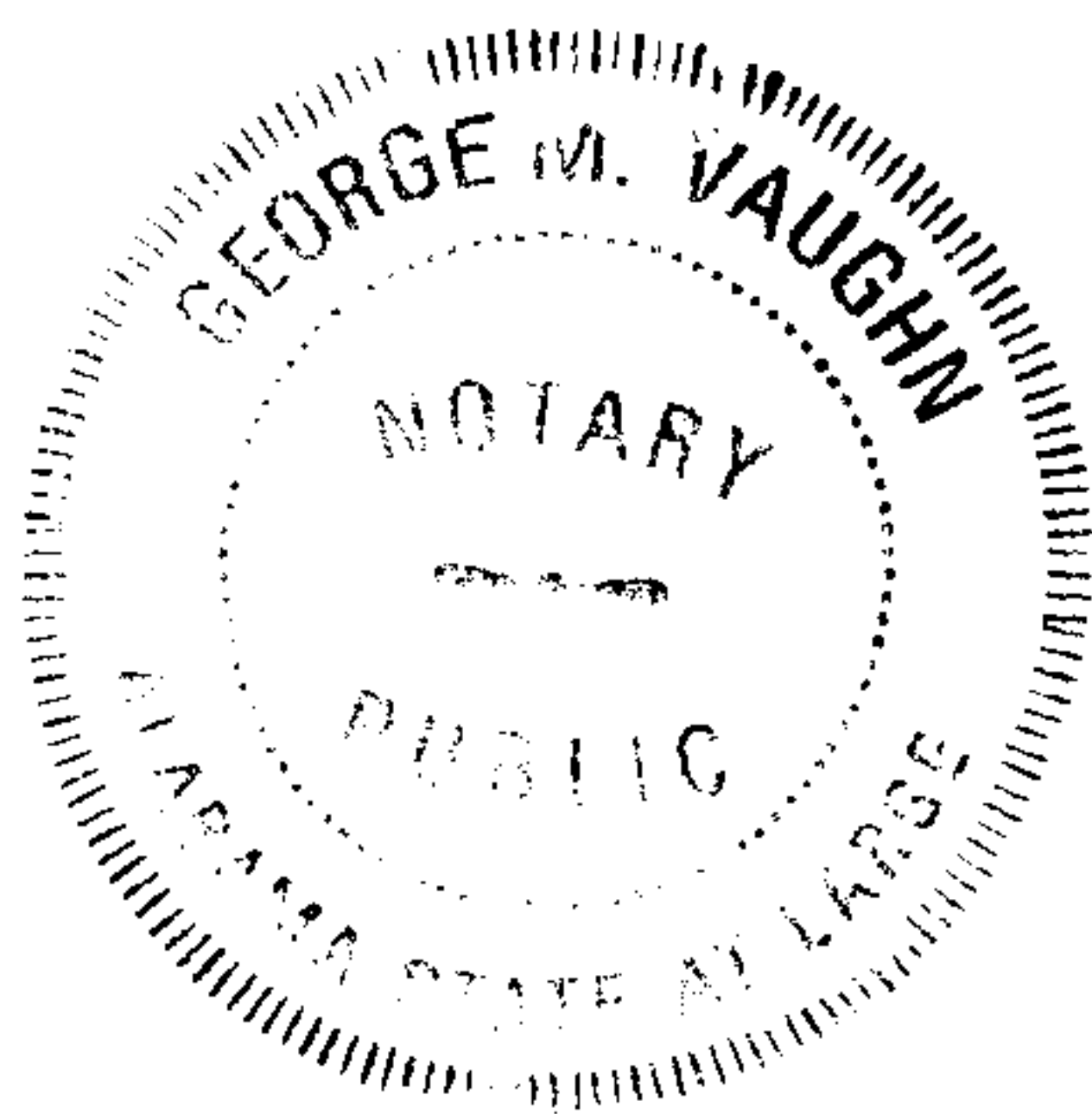
YOLANDA TOLBERT

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Robert T. Tolbert and Yolanda Tolbert, whose names are signed to the foregoing Mortgage Modification Agreement and who are known to me, acknowledged before me on this day, that, being informed of the contents of said agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 2014.



A handwritten signature in black ink, appearing to be "G. Vaughn", written over a horizontal line.

NOTARY PUBLIC

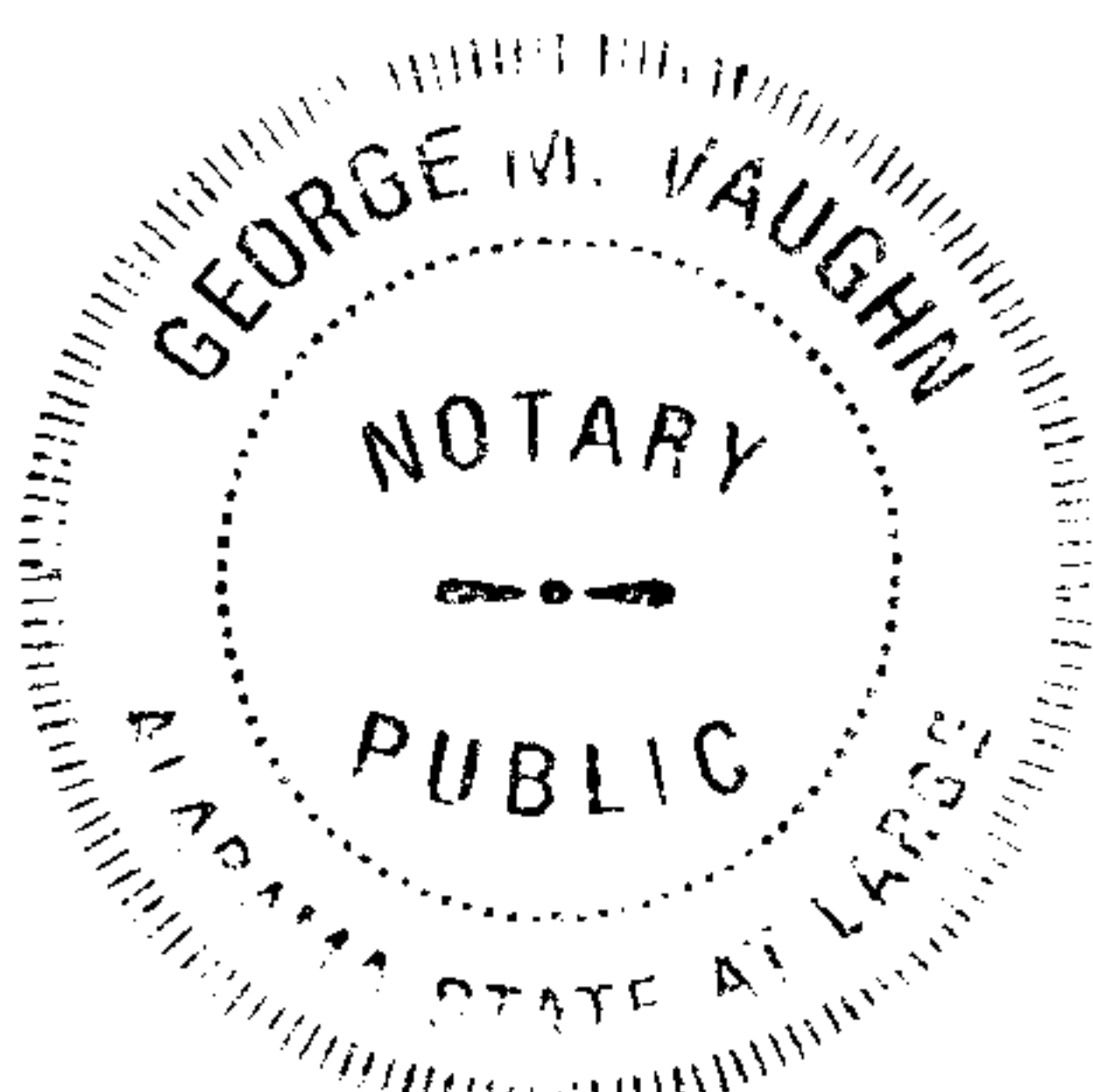
My Commission Expires: 9/18/2017

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Larry House and Cindy House whose names as Members of Oak Island Farm, LLC, are signed to the foregoing Mortgage Modification Agreement and who are known to me, acknowledged before me on this day, that, they being informed of the contents of said agreement, he or she in his or her capacity as Members of Oak Island Farm, LLC, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 2014.



A handwritten signature in black ink, appearing to be "G. Vaughn", written over a horizontal line.

NOTARY PUBLIC

My Commission Expires: 9/18/2017



20140218000044730 2/3 \$80.60
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

Parcel I:

Lot 2, according to the Survey of Paradise Cove, as recorded in Map Book 15, Page 77, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of the SE 1/4 of the SW 1/4 of Section 23, Township 21 South, Range 1 East, and run South along the West line thereof 1056.17 feet, thence 49° 01' 30" left and run 544.73 feet to the point of beginning, said point being on the South line of Paradise Cove Lane; thence continue along the last described course 184.03 feet to a curve to the left; thence run along said curve (R=335.20') for 212.27 feet; thence continue tangent to said curve 8.00 feet; thence 81° 40' 55" right and run South along the West line of Lot 2 of Paradise Cove Phase II for 90.85 feet, thence 112° 06' 04" right and run 47.77 feet; thence 94° 55' left and run 81.67 feet; thence 11° 51' 17" left and run 134.64 feet; thence 47° 54' 08" right and run 85.34 feet; thence 64° 45' 52" right and run 58.31 feet; thence 6° 04' 04" right and run 40.72 feet; thence 7° 41' 42" left and run 59.97 feet; thence 0° 05' 10" right and run 161.86 feet; thence 0° 15' 56" right and run 75.03 feet; thence 7° 05' 37" right and run 54.95 feet; thence 88° 37' 03" and run 410.15 feet, to the point of beginning. Also, all that land lying between the above described property and the 397 foot contour of Lay Lake and west of Lot 2 of Paradise Cove Phase II.

Parcel II:

Lot 3, according to the Survey of Paradise Cove as recorded in Map Book 15, Page 77, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Also the right of ingress and egress over and along a 60 foot easement known as Paradise Cove on the survey of Thomas E. Simmons dated February 11, 1992, and which easement lies adjacent to the West and Southerly lines of subject property.

Parcel III:

Lot 19, according to the Survey of Paradise Cove, as recorded in Map Book 15, Page 77, in the Probate Office of Shelby County, Alabama, and a part of the NW 1/4 of the NW 1/4 of Section 26, Township 21, Range 1 East, more particularly described as follows:



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Shelby Cnty Judge of Probate, AL
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