

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT, made this 19th day of July, 2001, by and between Albert L. Weber and Marilyn H. Weber, husband and wife ("Borrowers") and BANCORPSOUTH BANK ("Lender")

RECITALS

- A. On June 11, 1999, Borrowers executed and delivered to Lender a mortgage ("the mortgage") covering the property described in Exhibit A (said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in instrument - 1999 / 34033 as security for a loan by Lender to Borrower in the original principal sum of \$ 50,000.00 (Fifty - thousand Dollars).
- B. Borrowers have requested and Lender has agreed to increase the amount in the manner set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and to induce the Lender to increase the amount of the Note and Mortgage, and parties agree as follows:

- 1. The amount of the Note and Mortgage are increased from the original principal sum of \$50,000 (Fifty thousand Dollars and no/100) to principal sum of \$ 75,000 (Seventy-five thousand Dollars and no/100).
- 2. The term "Note" or "Promissory Note" as referred to in the Mortgage shall refer to such instruments as the same have duly executed on June 11, 1999, and amended of even date herewith, and as the same may hereafter be amended, extended, renewed, modified or changed.
- 3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as herein amended, is hereby ratified and affirmed in all respects. Borrowers confirm that they have no defenses or offsets with respect to Borrowers' obligations pursuant to the Note or the Mortgage as herein amended.

IN WITNESS HEREOF, the parties have caused this Mortgage Modification Agreement to be executed on the day and year first written above.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BORROWERS:

LENDER: BANCORPSOUTH BANK

BY: ITS: Assistant Vice President

STATE OF ALABAMA} COUNTY OF Jefferson }

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Albert L. Weber and Marilyn H. Weber, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand this 19th day of July, 2001.

Notary Seal

Notary public

My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: May 31, 2004 BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA} COUNTY OF Jefferson }

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that O. David Chunn, Jr., whose name as the Assistant Vice President of BancorpSouth Bank, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand this 19th day of July, 2001.

NOTARY SEAL

Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: May 31, 2004 BONDED THRU NOTARY PUBLIC UNDERWRITERS

Inst # 2001-34906

08/16/2001-34906

01:21 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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Inst # 2001-34906