

133.50

STATE OF ALABAMA-
COUNTY OF JEFFERSON

700065-3

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT, made this 6th day of November, 1998, by and between MW Properties ("Borrower") and BancorpSouth, formerly known as Highland Bank ("Lender").

RECITALS

- A. On April 8, 1998, 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, in Book 1998-12655 as security for a loan by Lender to Borrower in the original principal sum of Seven Hundred Fifty Thousand and 00/100 dollars. (\$757,000.00).
- B. On April 8, 1998, Borrowers executed a promissory note (Herein "Note"), providing for monthly installments of interest, with the entire balance of principal and interest, if not sooner paid, due and payable on October 5, 1998, and all renewals and extensions thereof.
- C. Borrowers have requested and Lender has agreed to extend and modify said Note and Mortgage in the manner set forth herein.

Original note and Mortgage to be increased to Eight Hundred Thirty Seven Thousand Dollars and 00/100 dollars. Original rate to be lowered to 7.00%. Sixty payments of Six Thousand Five Hundred Forty and 65/100 dollars, with the entire unpaid balance of principal and interest due on November 6, 2003.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and to induce the Lender to extend and modify the Note and Mortgage, and parties agree as follows: Increase amount from Seven Hundred Fifty Seven Thousand and 00/100 dollars (\$757,000.00), to Eight Hundred Thirty Seven Thousand and 00/100 dollars (\$837,000.00). Sixty payments of Six Thousand Five Hundred Forty and 65/100 dollars, with the entire unpaid balance of principal and interest due on November 6, 2003.

1. The term "Note" or "Promissory Note" as referred to in the Mortgage shall refer to such instruments as the same have been duly executed November 6, 1998 and amended of even date herewith, and as the same may hereafter be amended, extended, renewed, modified or changed.
2. 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 Borrower's 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 written above.

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

BORROWER:

Inst # 1998-49735
MW PROPERTIES, LLC

12/14/1998-49735
01:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 133.50

BY: Birmingham Discount Express, Inc.
Its: Manager

By: Mark Wan
Its President

BY: Means Advertising, Inc.
Its: Manager

By: Roy Means
Its President

LENDER:
BANCORPSOUTH BANK, FORMERLY KNOWN
AS HIGHLAND BANK

BY: Patricia D. Stuart A.V.P.
ITS

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said county and in said State, hereby certify
that Mark Ware and Roger Means, whose names are signed to the
foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents
of the instrument, they executed the same voluntarily.

Given under my hand this 6th day of November, 1998.

Notary Public

My commission expires:

Shelley Leopard
My Commission Expires 7-11-2002

Inst # 1998-49735

12/14/1998-49735
01:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 133.50