

**FIRST AMENDMENT TO PROMISSORY NOTE, MORTGAGE
AND SECURITY AGREEMENT
AND OTHER LOAN DOCUMENTS**

STATE OF ALABAMA)
COUNTY OF SHELBY)

**THIS FIRST AMENDMENT TO PROMISSORY NOTE, MORTGAGE AND
SECURITY AGREEMENT and OTHER LOAN DOCUMENTS** (this "Amendment") is
entered into as of January 5, 2000 by and between Ralph M. Marcum and Joy M. Marcum
(hereinafter sometimes referred to for convenience as the "Mortgagor" or the "Borrower"), and
BancorpSouth Bank (hereinafter sometimes referred to for convenience as the "Mortgagee" or
the "Bank").

W I T N E S S E T H:

WHEREAS, on or about August 16, 1999 the Bank made a loan (the "Loan") to Borrower
and in connection therewith the Borrower executed to the order of the Bank that certain
Promissory Note in the principal amount of \$240,000.00 dated August 16, 1999 (the "Note") (the
unpaid principal balance of said Note currently being \$225,893.42); and

WHEREAS, as security for the Loan and the Note the Mortgagor executed in favor of the
Mortgagee (i) that certain Future Advance Mortgage and Security Agreement (the "Mortgage")
dated August 16, 1999 covering among other collateral the property described as Parcel I in
Exhibit A attached hereto, which Mortgage is recorded in the Office of the Judge of Probate of
Shelby County, Alabama, in Instrument Number 1999-34604 and (ii) those certain UCC-1

Financing Statements (the "Financing Statements") recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 1999-34605 and in the Office of the Secretary of State of the State of Alabama at File No. B 1999-34527FS; and

WHEREAS, at the time of execution of the Note and the Mortgage the Borrower also executed a Loan Agreement (Construction and Term Financing) (the "Loan Agreement") and various other documents (for convenience the Note, the Mortgage, the Loan Agreement, the Financing Statements and the other documents executed in connection with the Loan are hereinafter referred to collectively as the "Loan Documents"); and

WHEREAS, Borrower has requested that the Lender increase the maximum amount of the Loan by \$160,000.00, from \$240,000.00 to \$400,000.00 and further collateralize the Loan, as increased, with additional real property of Borrower in Shelby County, Alabama described as Parcel II in Exhibit A attached hereto, and Lender has agreed to such requests provided the Borrower executes this Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby amend the Loan Documents as follows:

1. The amount of the Loan (as defined in the Note, the Mortgage, the Loan Agreement, and the other Loan Documents), the principal amount of the Note, and the Principal Amount as defined in the Loan Agreement are increased by \$160,000.00, from \$240,000.00 to

\$400,000.00. All references in the Loan Documents to \$240,000.00, whether in words or in numbers, are hereby amended to be \$400,000.00, and all other provisions of the Loan Documents are amended, mutatis mutandis.

2. Exhibit A to the Mortgage and the other Loan Documents is hereby amended to be Exhibit A attached hereto, thereby covering and including both Parcel I and Parcel II described in Exhibit A attached hereto. The Mortgage shall be a third mortgage with respect to Parcel II, the first mortgage being in favor of SouthTrust Bank recorded at Instrument #1992-19803 in the Probate Office of Shelby County, Alabama which was subordinated by Instrument #1993-26344 and Instrument #1997-12385 in said Probate Office and the second mortgage being in favor of Old Kent Mortgage Company recorded at Instrument #1997-12386 in the Probate Office of Shelby County, Alabama.

3. Borrower hereby represents, warrants, covenants and agrees that (i) the unpaid principal balance of the Loan on the date hereof is \$225,893.42 and (ii) his or her joint and several obligations for repayment of the Loan and the Note and all other amounts due under the Note and all other Loan Documents executed by the Borrower are not diminished or in any way affected by the execution or performance of this Amendment or the transactions contemplated hereby.


4. The Borrower, hereby ratifies and affirms the validity, effectiveness, and enforceability of each of the Loan Documents, as amended hereby.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.


RALPH M. MARCUM


JOY M. MARCUM


BANCORPSOUTH BANK

By: 
Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **RALPH M. MARCUM** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 5 day of January, 2000.


Notary Public
My commission expires: 2/2/2002

NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **JOY M. MARCUM** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 5 day of January, 2000.


Notary Public

My commission expires: 2/2/2001

NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul E. Ryzant whose name as the Vice Pres of **BANCORPSOUTH BANK** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 5 day of Jan, 2000.


Notary Public

My Commission Expires: 2/2/2001

NOTARIAL SEAL

THIS INSTRUMENT PREPARED BY:

James E. Vann, Esquire
Johnston & Conwell, L.L.C.
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RE-4552

EXHIBIT A

PARCEL I:

Lot 3-A, according to the Resubdivision of Lots 3, 4, & 5 of Tara Subdivision, Sector One, as recorded in Map Book 25, Page 120 in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 31, according to the Survey of The Ridge at Meadowbrook, First Sector, as recorded in Map Book 14, Page 41 in the Probate Office of Shelby County, Alabama being situated in Shelby County, Alabama.

Inst # 2000-01438

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01/13/2000-01438

**09:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HHS 261.00**