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

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**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 February 4th, 2000 by and between **H. Taul Payne, III and Anastasia M.  
Payne**, husband and wife (collectively 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 March 9, 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 \$280,000.00 dated March 9, 1999 (the "Note") (the  
unpaid principal balance of said Note currently being \$280,000.00); 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 March 9, 1999 covering among other collateral the property described in Exhibit A attached  
hereto, which Mortgage is recorded in the Office of the Judge of Probate of Shelby County,  
Alabama, in Instrument Number 1999-10107 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 1999-10108 and in the Office of the Secretary of State of the State of Alabama at File No. B 99-10134-FS; 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 (i) increase the maximum amount of the Loan by \$95,000.00, from \$280,000.00 to \$375,000.00 and (ii) extend the Scheduled Completion Date (as defined the Loan Agreement) to June 9, 2000, 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 \$95,000.00, from \$280,000.00 to \$375,000.00. All references in the Loan Documents to \$280,000.00, whether in words or in


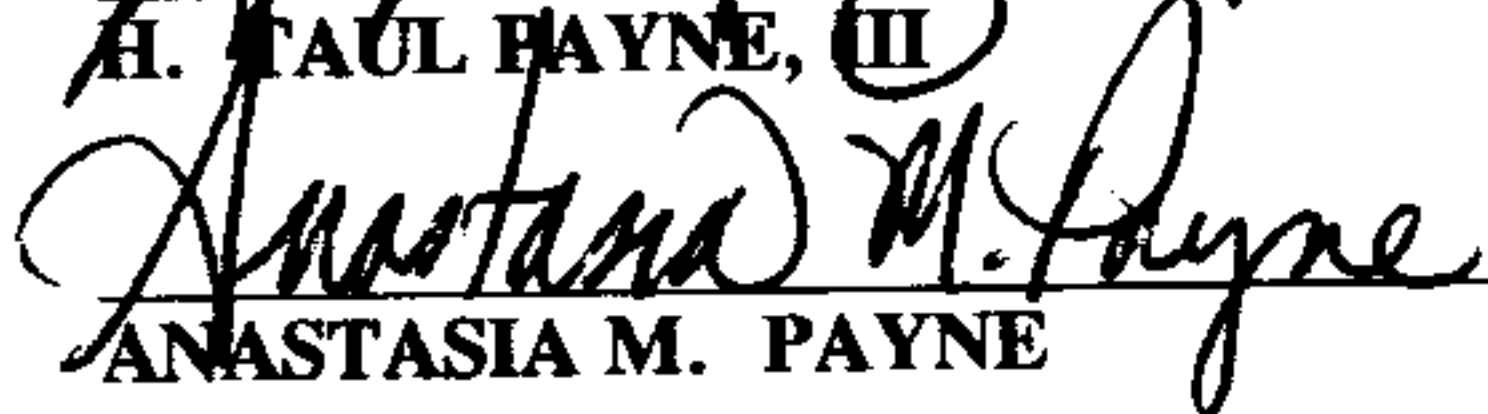
numbers, are hereby amended to be \$375,000.00, and all other provisions of the Loan Documents are amended, mutatis mutandis.

2. The Scheduled Completion Date stated in the Loan Agreement is changed to June 9, 2000. This does not extend the maturity date of the Note.

3. Each Borrower hereby represents, warrants, covenants and agrees that (i) the unpaid principal balance of the Loan on the date hereof is \$280,000.00 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.

  
H. PAUL PAYNE, II  
  
ANASTASIA M. PAYNE

BANCORP SOUTH 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 **H. TAUL PAYNE, III**, 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 4th day of February, 2000.



Notary Public

My commission expires: 11/14/00

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 **ANASTASIA M. PAYNE** 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 4th day of February, 2000.



Notary Public

My commission expires: 11/14/00

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 Z Rogers whose name as the Vice President 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 4 day of February, 2000.

Kelly M. Grier  
Notary Public  
My Commission Expires: 2/19/01

NOTARIAL SEAL

**THIS INSTRUMENT PREPARED BY:**

James E. Vann, Esquire  
Johnston & Conwell, L.L.C.  
800 Shades Creek Parkway  
Suite 325  
Birmingham, AL 35209  
205-414-1212

RE-4598

**EXHIBIT A**

Lot 55, according to the Survey of Riverchase Country Club, Third Addition, Residential Subdivision, as recorded in Map Book 7, Page 53, in the Probate Office of Shelby County, Alabama.

Inst # 2000-04467

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02/14/2000-04467  
09:15 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 HNS 163.50