

STATE OF ALABAMA
COUNTY OF JEFFERSON

11844.322

MORTGAGE MODIFICATION AGREEMENT

This mortgage modification agreement, made this 30th day of June, 2000, by and between Investment Partners, Inc., ("Borrower") and BancorpSouth Bank ("Lender").

RECITALS

- A. On November 30, 1999, Borrowers executed and delivered to Lender a mortgage ("the mortgage") covering property described in Exhibit A (said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument# 1999-48763 as security for a loan by Lender in the original principal sum of \$240,000.00 (two hundred forty 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 alter the Note and Mortgage, the parties agree as follows:

- 1. The amount of the mortgage is increased from the original principal sum of \$240,000.00 (two hundred forty thousand dollars) to the principal sum of \$260,000.00 (two hundred sixty thousand dollars).
- 2. The term "Note" or "Promissory Note" as referred in the Mortgage shall refer to such instrument being duly executed on November 30, 1999, 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 Borrower's obligations pursuant to the Note or Mortgage as herein amended.

Inst # 2000-25789

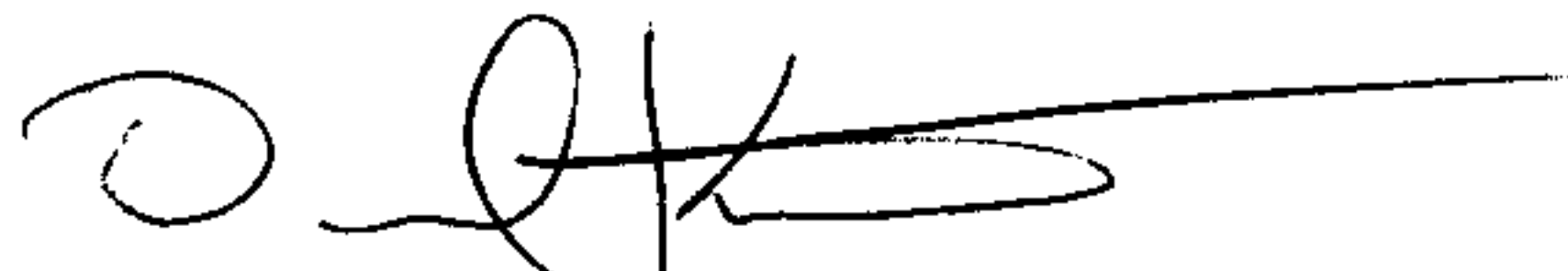
08/01/2000-25789
10:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 43.50

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.

BORROWER:

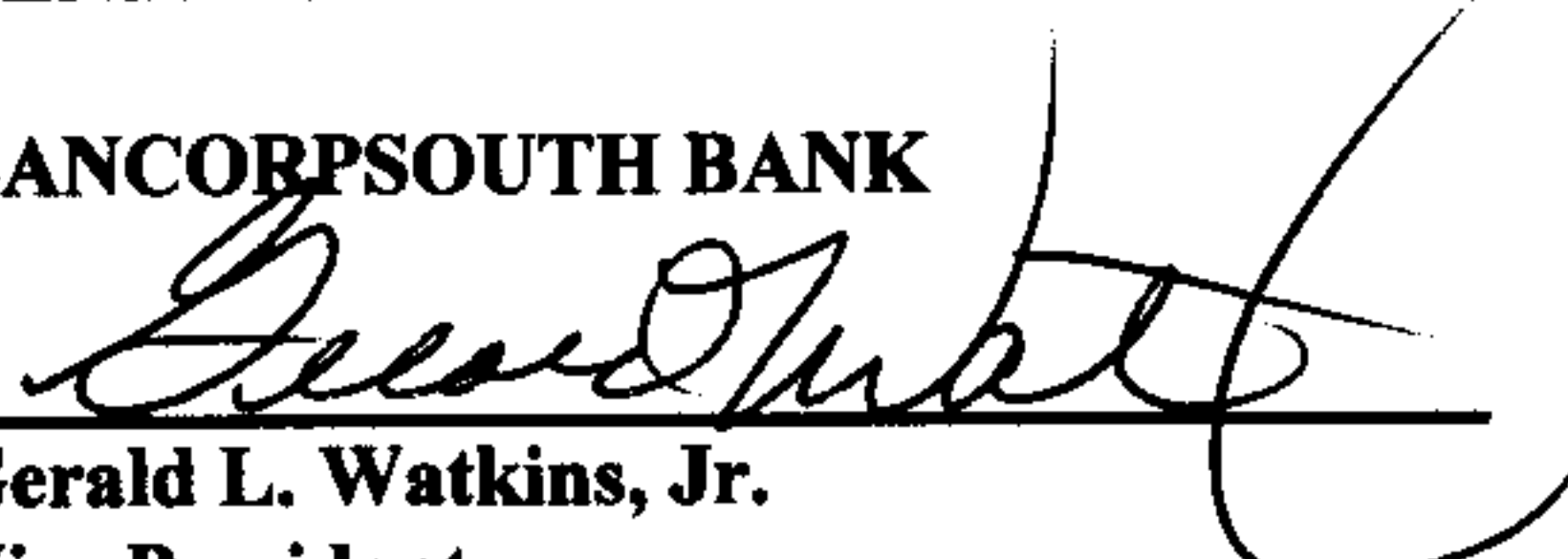
Investment Partners, Inc.



By: **David Keith, President**

LENDER:

BANCORPSOUTH BANK

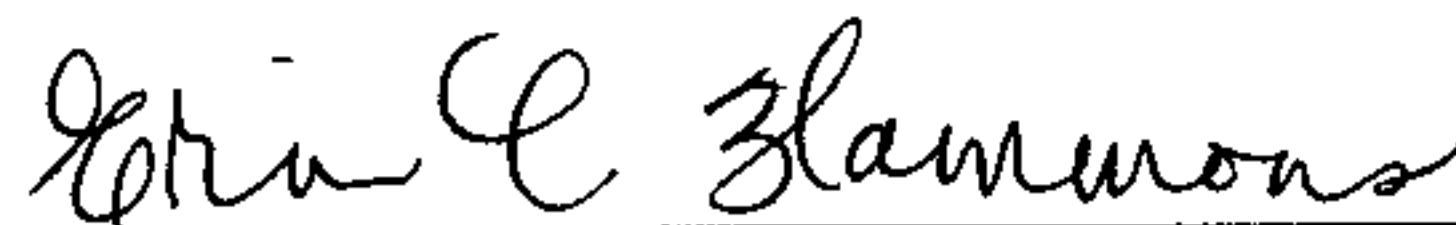


Gerald L. Watkins, Jr.
Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that David B. Keith, whose name signed to the foregoing instrument, and who, known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily.

Given under my hand this 30th day of June, 2000.



Notary Public

My Commission Expires 1-14-2003

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Gerald L. Watkins, Jr., whose name signed to the foregoing instrument, and who, known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily.

Given under my hand this 30th day of June, 2000.

Erin C. Flannors
Notary Public

My Commission Expires 1-14-2003

Inst # 2000-25789

**08/01/2000-25789
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