

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT, made this 14th day of June, 2001, by and between Ronald C. Norris and Nancy A. Norris (the "Borrowers") and BANCORPSOUTH BANK (the "Lender")

RECITALS

- A. On October 27, 1995, 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 #1995-32992 as security for a loan by Lender to Borrower in the original principal sum of Seventy Thousand Dollars (\$70,000.00), and
- B. On March 10, 1997, Borrowers and Lender agreed to increase Mortgage to One Hundred and Seventy Thousand Dollars (\$170,000.00) as evidenced by a Mortgage Modification Agreement recorded in the Office of the Judge of Probate of Shelby County, Alabama, in instrument #1997-13311 and,
- C. Borrowers have requested and Lender has agreed to increase the principal amount of the Note 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 Seventy Thousand Dollars (\$70,000.00) to the principal sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).
- 2. The term "Note" or "Promissory Note" or "Highland Bank Equity Line" as referred to in the Mortgage shall refer to such instruments as the same have duly executed on October 27, 1995, 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.

BORROWER:

[Handwritten signature of Nancy A. Norris]

[Handwritten signature of Ronald C. Norris]

LENDER: BANCORPSOUTH BANK

BY: *[Handwritten signature]*

ITS: *[Handwritten signature]*

09/13/2001-39612
09:03 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MSB 99.50

Inst # 2001-39612

STATE OF ALABAMA }
COUNTY OF Jefferson }

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Ronald C. Norris and Nancy A. Norris, 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, he executed the same voluntarily.

Given under my hand this 14th day of June, 2000.

Arter Melvin Bailey Jr.

Notary public

My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 19, 2004
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Notary Seal

STATE OF ALABAMA }
COUNTY OF Jefferson }

Arter Melvin Bailey Jr., the undersigned, a Notary Public in and for said County and in said State, hereby certify that Albert Workson, whose name as the AL. 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 14th day of June, 2000.

Arter Melvin Bailey Jr.

Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 19, 2004
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NOTARY SEAL

EXHIBIT A

**Lot 83, according to the Survey of Greystone 5th Sector, Phase I, as recorded in Map Book 17, Page 72 A, B, & C, in the Probate Office of Shelby County, Alabama.
(A/k/A 1103 Greymoor Road.)**

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SHELBY COUNTY JUDGE OF PROBATE**

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