

LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate Conversion Option to a Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28th day of September 2001 between Sharon Posey ("Borrower") and BancorpSouth ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 3-30-00 and recorded in Book or Liber 12, at page(s) 85 of the Probate Records of Shelby County and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 706 Olde Towne Circle, Alabaster, Al. 35007 the real property described being set forth as follows:

Lot 4 Olde Towne Forest, 2nd Addition

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of 9-28-01, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 86,241.55, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid principal Balance at the yearly rate of 6.75%, from 9-28-01, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 568.61 570.27 beginning on the 10-1-01 day of October, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 4-1-30 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at BancorpSouth, P. O. Box 3356, Tupelo, MS 38803-3356 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in paragraph No. 1 above:

- (a) All terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) All terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Sharon Posey
Borrower

Borrower

Mary Mott
Unofficial Witness

I hereby acknowledge that Sharon Posey & _____
Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th
day of September, 2001, within my jurisdiction, the within named Sharon Posey, who
acknowledged that (he)(she)(they) executed the above and foregoing instrument.

My Commission Expires: 01/14/03

E. C. Starn
Notary Public

Carleen B. Wilkerson
BancorpSouth - First Vice President

GWT
BancorpSouth - Vice President

Mary Mott
Unofficial Witness

State of ~~Mississippi~~ Alabama
County of ~~Lee~~ Jefferson

Personally appeared before me, the undersigned authority, in and for said County and State, the within named
Carleen B. Wilkerson and Gerald L. Watkins Jr
who are the 1st Vice President and Vice President of BancorpSouth,
Tupelo, Mississippi, who acknowledge that they signed, sealed and delivered the foregoing instrument on the date
named therein as officer of said corporation, and that they are duly authorized and empowered so to do by resolution
of the Board of Directors of said Corporation.
Given under my hand and seal this the 28th day of SEPTEMBER, 2001.

My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 31, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS
(Corporate Seal)

[Signature]
Notary Public