

STATE OF ALABAMA
COUNTY OF SHELBY

32200006/881
\$51.00

MORTGAGE MODIFICATION AGREEMENT

This mortgage modification agreement, made this 4th day of October, 2001, by and between K & S Construction & Design, Inc., ("Borrower") and BancorpSouth Bank ("Lender").

RECITALS

- A. On April 11, 2001, Borrower 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# 2001-14111 as security for a loan by Lender in the original principal sum of \$300,000.00 (three hundred 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 \$300,000.00 (three hundred thousand dollars) to the principal sum of \$325,000.00 (three hundred twenty-five thousand dollars).
- 2. The term "Note" or "Promissory Note" as referred in the Mortgage shall refer to such instrument being duly executed on April 5, 2001, 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.

11/30/2001-51834
08:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 54.50

Inst # 2001-51834

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:



**Kenneth D. Ronsisvalle, President
K & S Construction & Design, Inc.**

LENDER:

BANCORP SOUTH 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 Kenneth D. Ronsisvalle, as President of K & S Construction & Design, Inc., 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 4th day of October, 2001.


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., as Vice President of BancorpSouth Bank, 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 4th day of October, 2001.

Gerrit C. Hammond
Notary Public

My Commission Expires 1-14-2003

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