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MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT, made this 22nd day of February _____, 2002, by and between Terrell E. Yates and Susan M. Yates, husband and wife ("Borrowers") and BANCORPSOUTH BANK ("Lender")

RECITALS

- A. On 3/25/1994 & 10/10/1999 amended _____, 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 1994-09739 & 1995-28593 _____ as security for a loan by Lender to Borrower in the original principal sum of \$50,000.00 & \$100,000.00 _____ (Fifty Thousand Dollars & One Hundred Thousand Dollars).
- B. Borrowers have requested and Lender has agreed to decrease the amount in the manner set forth herein.

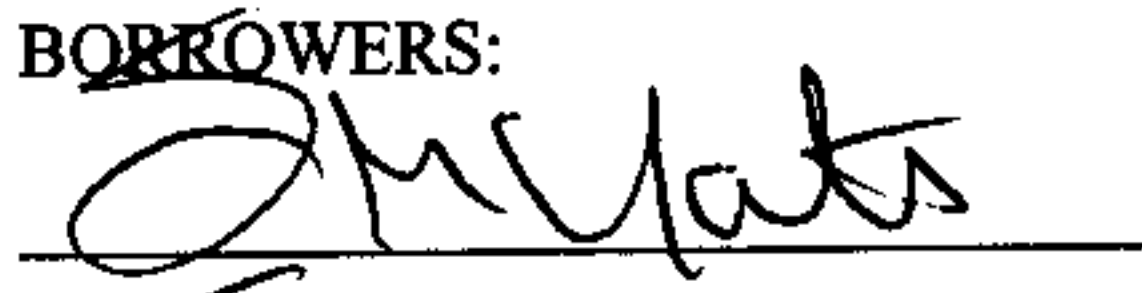
AGREEMENTS

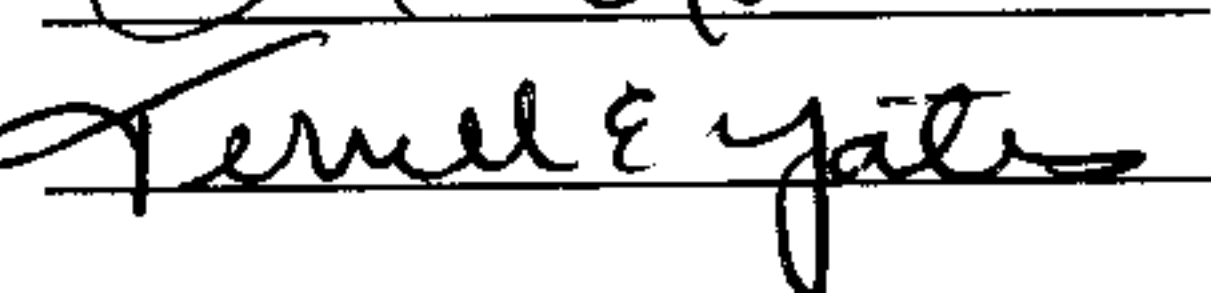
NOW, THEREFORE, in consideration of the recitals and to induce the Lender to increase the amount of the Note and Mortgage, and parties agree as follows:

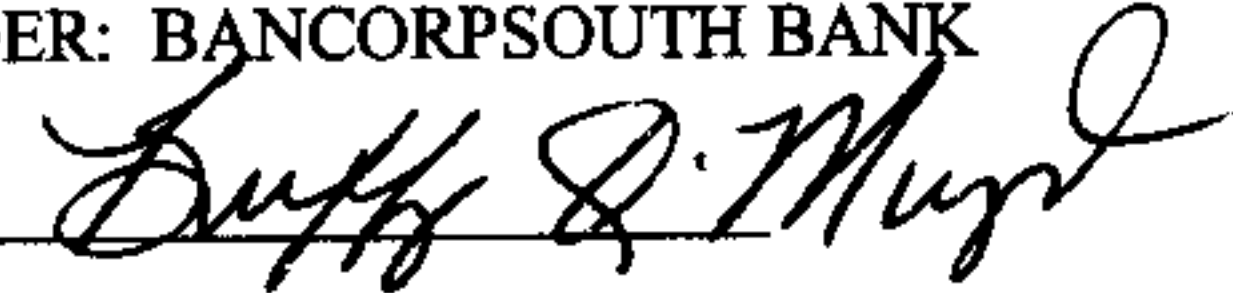
- 1. The amount of the Note and Mortgage are decreased from the original principal sum of \$50,000.00 & \$100,000.00 _____ (Fifty Thousand Dollars & One Hundred Thousand _____ Dollars and no/100) to principal sum of \$75,000.00 _____ (Seventy-Five Thousand dollars _____ and no/100).
- 2. The term "Note" or "Promissory Note" as referred to in the Mortgage shall refer to such instruments as the same have duly executed on 3/14/1994 _____, 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.

BORROWERS:




LENDER: BANCORPSOUTH BANK
 BY: 

 ITS: _____

STATE OF ALABAMA }
COUNTY OF Jefferson _____ }

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Terrell E. Yates and Susan M. Yates, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before

Inst # 2002-16190

 04/08/2002-16190
 01:10 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 003 MSB 18.00

me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand this 22nd day of February, 2002.

Anten M. Bailey Jr.

Notary Seal

Notary public

My Commission expires:

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

~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

STATE OF ALABAMA }
COUNTY OF Jefferson }

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Buffy O. Murphy, whose name as the representative 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 22nd day of February, 2002.

Anten M. Bailey Jr.

NOTARY SEAL

Notary Public

My Commission expires:

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

Exhibit "A"

Legal Description:

Lot 6, According to the survey of Moss Bend, as recorded in Map Book 14, Page 67, in the Probate Office of Shelby County, Alabama.

Inst # 1994-09739

3/25/1994-09739

Shelby County Judge of Probate

Amendment:

Inst # 1995-28593

10/10/1999

Shelby County Judge of Probate

SMY
Jay

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