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STATE OF ALABAMA  
COUNTY OF SHELBY

**MORTGAGE MODIFICATION AGREEMENT**

This mortgage modification agreement, made this 28<sup>th</sup> day of March, 2002, 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). On October 4, 2001, Borrower executed and delivered to Lender a Mortgage Modification Agreement covering property described in Exhibit A (said Mortgage Modification Agreement being recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument# 2001-51834, thereby increasing the original principal sum of \$300,000 to the principal sum of \$325,000 (three hundred twenty-five 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:

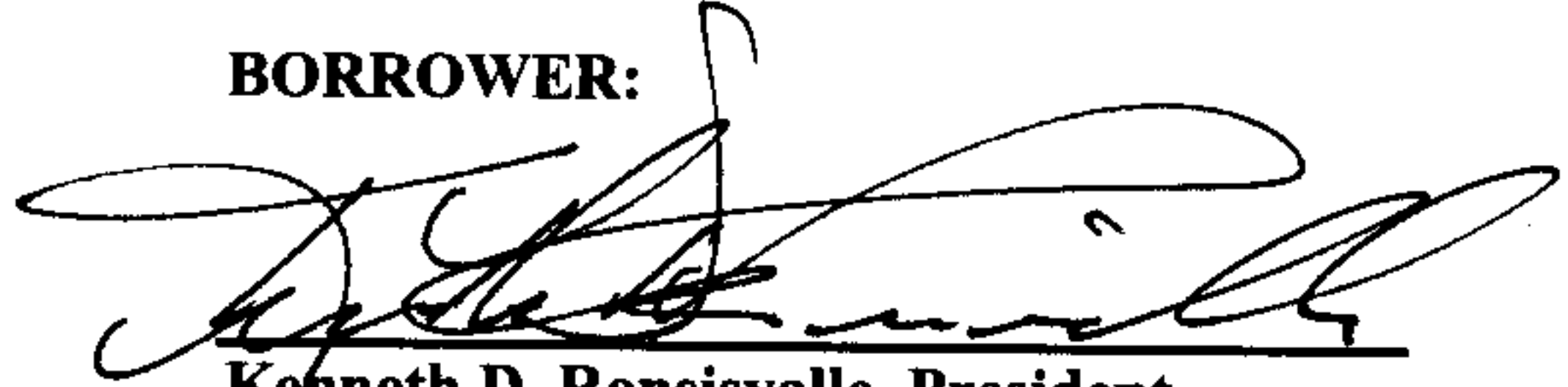
1. The amount of the mortgage is increased from the principal sum of \$325,000.00 (three hundred twenty-five thousand dollars) to the principal sum of \$335,000.00 (three hundred thirty-five thousand dollars).
2. The term "Note" or "Promissory Note" as referred in the Mortgage shall refer to such instrument being duly executed on April 5, 2001, as well as a Note Modification Agreement duly executed October 4, 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.

04/11/2002-17934  
11:57 AM CLERK OF PROBATE  
12:26 PM JUDGE OF PROBATE  
SHELBY COUNTY JUDGE OF PROBATE  
0003 MWM

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:**

**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 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 28<sup>th</sup> day of March, 2002

  
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 28<sup>th</sup> day of March, 2002.

Gerrill C. Gammans  
Notary Public

**My Commission Expires 1-14-2003**

Inst # 2002-17934

04/17/2002-17934  
12:26 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MSH 32.00