

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE MODIFICATION AGREEMENT

This mortgage modification agreement, made this 14th day of October, 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), being further modified October 4, 2001, 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). Said Mortgage was further modified March 28, 2002 from a principal sum of \$325,000 (three hundred twenty-five thousand dollars) to a new sum of \$335,000 (three hundred thirty-five thousand dollars), said Mortgage Modification Agreement being recorded in Instrument# 2002-17934.
- 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:

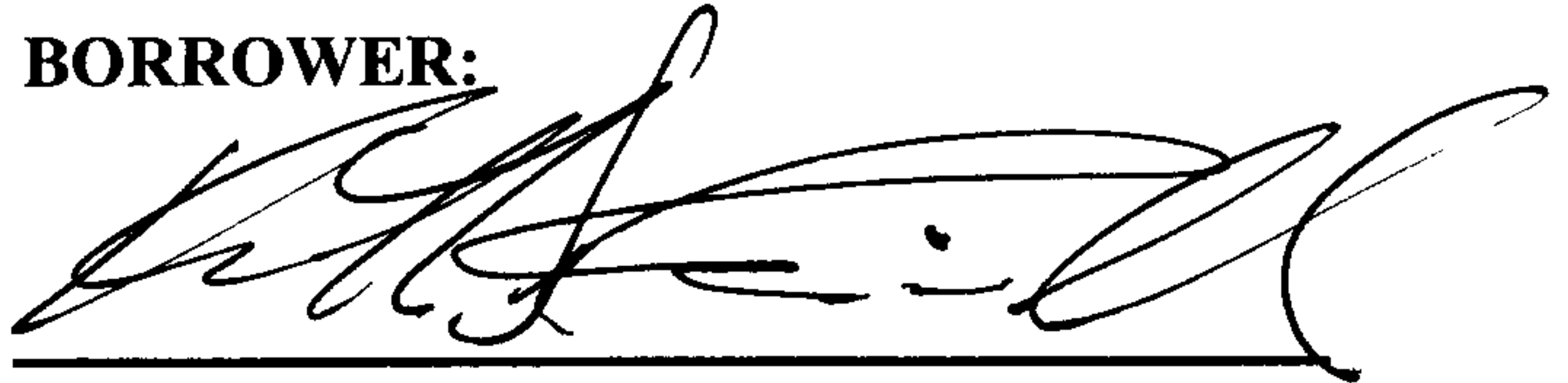
1. The amount of the mortgage is increased from the principal sum of \$335,000.00 (three hundred thirty-five thousand dollars) to the principal sum of \$347,600.00 (three hundred forty-seven thousand six hundred dollars).
2. The term "Note" or "Promissory Note" as referred in the Mortgage shall refer to such instrument being duly executed on April 5, 2001, as well as a Note Modification Agreement duly executed October 4, 2001, and new Note dated and executed October 14, 2002, 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.

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

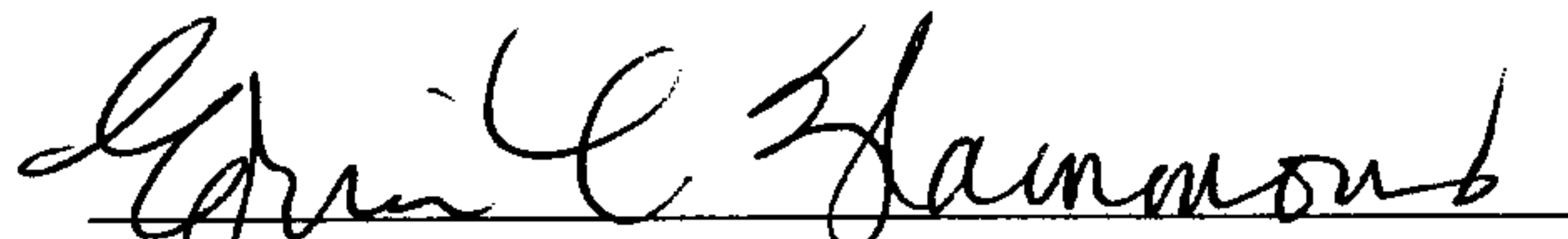


**Gerald L. Watkins, Jr.
Vice President**

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 14th day of October, 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 14th day of October, 2002.


Notary Public

My Commission Expires 1-14-2003