


STATE OF ALABAMA  
COUNTY OF SHELBY

  
20031007000674040 Pg 1/4 110.00  
Shelby Cnty Judge of Probate, AL  
10/07/2003 11:05:00 FILED/CERTIFIED

### **MORTGAGE MODIFICATION AGREEMENT**

This mortgage modification agreement, made this 4th day of September, 2003, by and between Charles R. DeBerry and Kim G. DeBerry, husband and wife, ("Borrower") and BancorpSouth Bank ("Lender").

#### **RECITALS**

- A. On , November 19<sup>th</sup>, 2002, 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 #20021209000612480 as security for a loan by Lender in the original principal sum of \$440,000.00 (four hundred forty thousand dollars).
- B. Borrowers have requested and Lender has agreed to increase the amount in the manner set forth herein.

#### **AGREEMENTS**

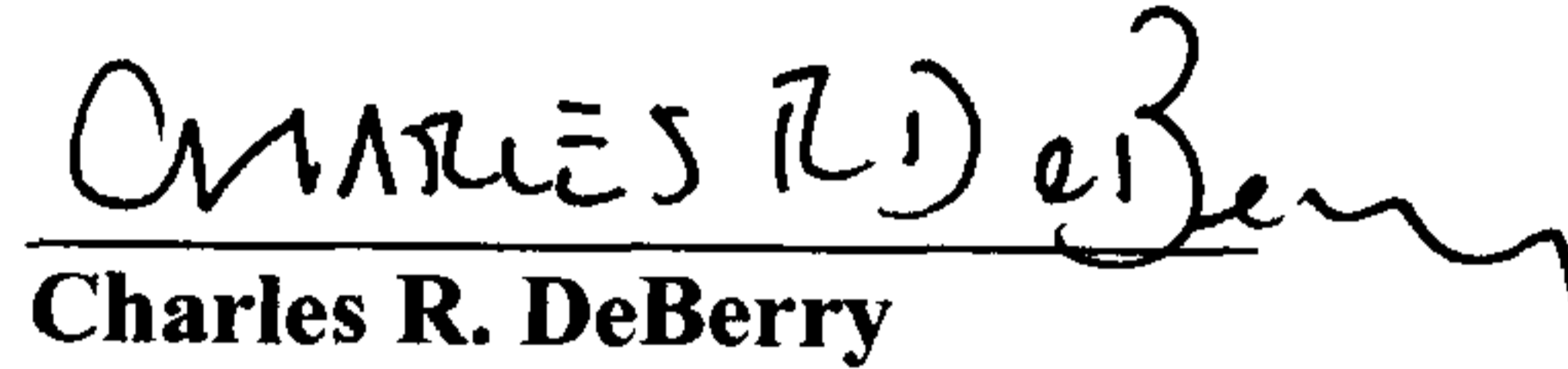
NOW THEREFORE, in consideration of the recitals and to induce the Lender to alter the Note and Mortgage, the parties agree as follows:

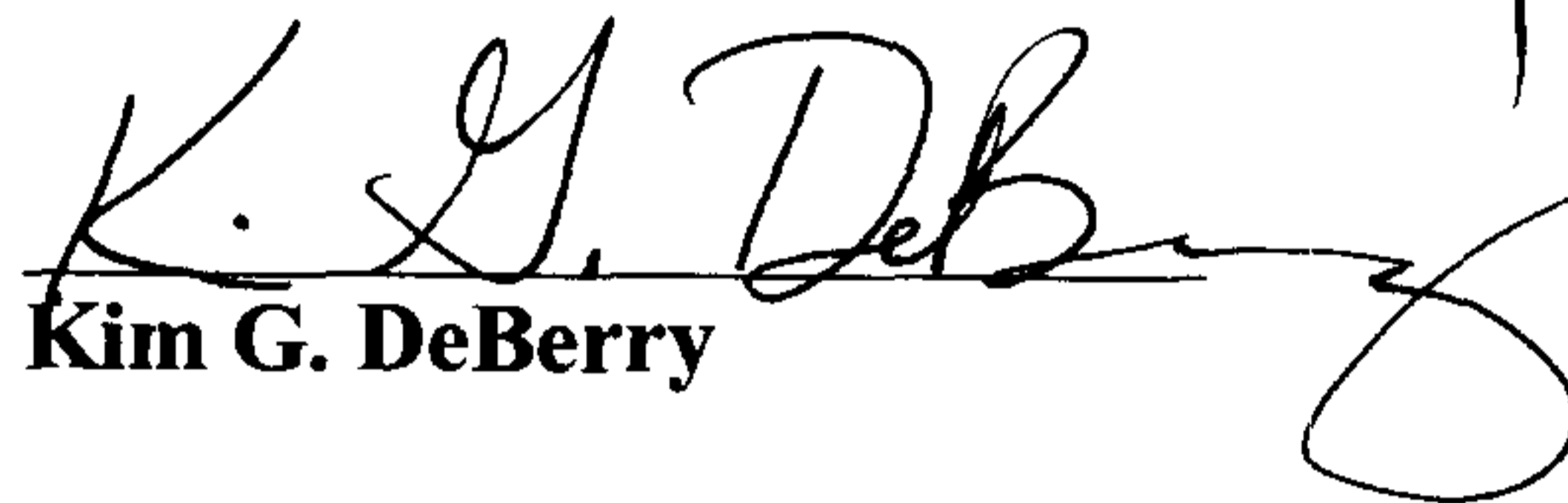
1. The amount of the mortgage is increased from the original principal sum of \$440,000.00 (four hundred forty thousand dollars) to the principal sum of \$500,000.00 (five hundred thousand dollars).
2. The term "Note" or "Promissory Note" as referred in the Mortgage shall refer to such instrument being duly executed on November 19, 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:**

  
Charles R. DeBerry

  
Kim G. DeBerry

**LENDER:**

**BANCORPSOUTH BANK**

  
Gerald L. Watkins, Jr.  
Vice President

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that, **Charles R. DeBerry and Kin G. DeBerry**, whose names are 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, executed the same voluntarily.

Given under my hand this 4<sup>th</sup> day of September, 2003.

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 31, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that **Gerald L. Watkins, Jr.**, whose name as Vice President of BancorpSouth Bank, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 4 day of September, 2003.

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 31, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Ln #328000251216

Exhibit A

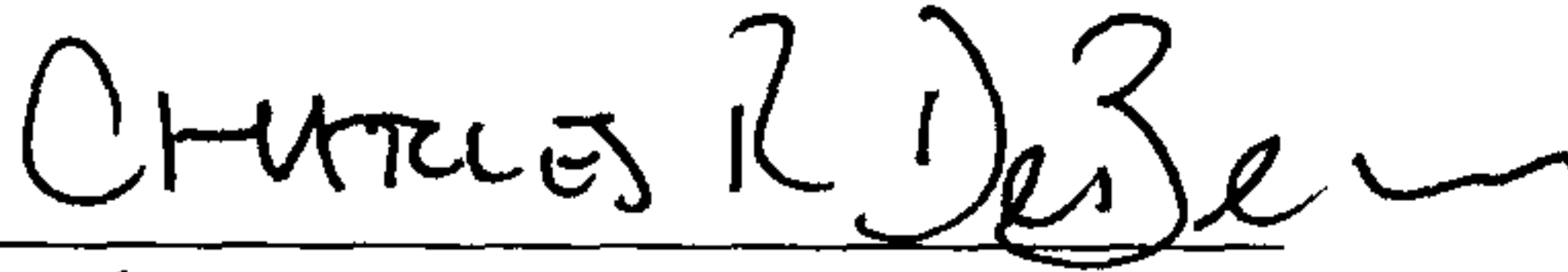
Legal Description

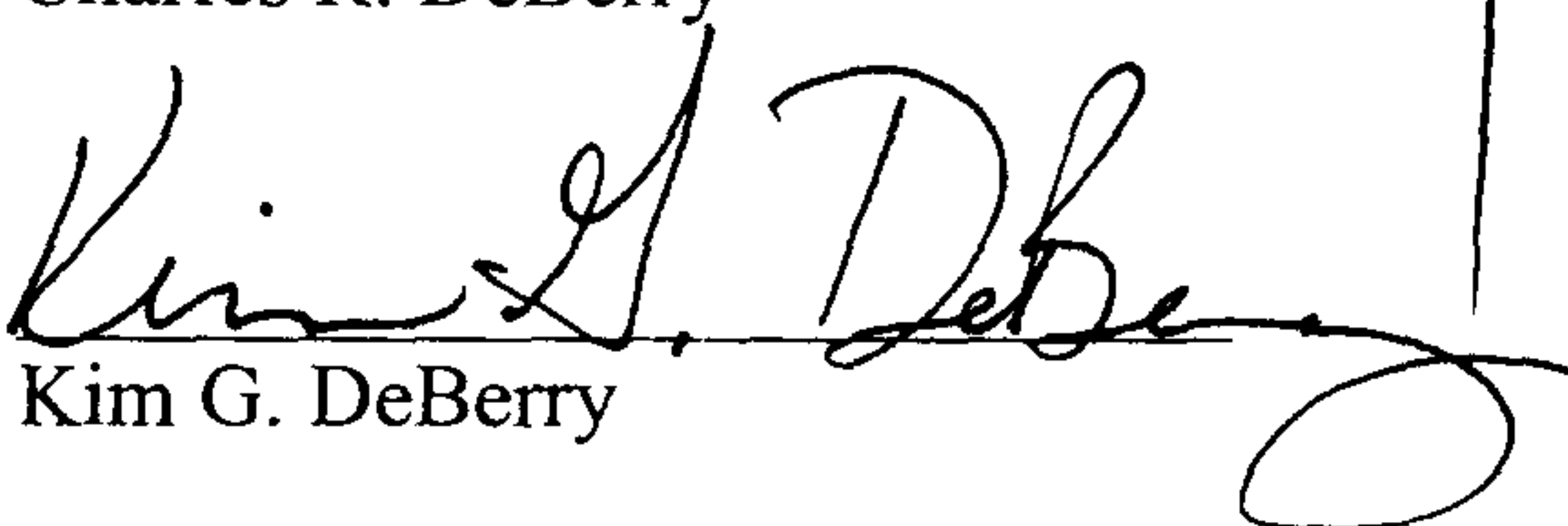
PARCEL I:

LOT 14, ACCORDING TO THE AMENDED MAP OF WILMINGTON PLACE, RECORDED IN MAP BOOK 30, PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL II:

LOT 14, BLOCK 10, ACCORDING TO THE SURVEY OF KERRY DOWNS, AS RECORDED IN MAP BOOK 5, PAGE 135, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

  
Charles R. DeBerry

  
Kim G. DeBerry