


STATE OF ALABAMA
COUNTY OF SHELBY

#328000336018
(\$10,000.00)


20050223000086590 Pg 1/4 35.00
Shelby Cnty Judge of Probate, AL
02/23/2005 11:27:00 FILED/CERTIFIED

MORTGAGE MODIFICATION AGREEMENT

This mortgage modification agreement, made this 18TH day of February, 2005, by and between Farmingdale Estates, LLC, ("Borrower") and BancorpSouth ("Lender").

RECITALS

- A. On May 25th, 2004, 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 #20040525000278120 as security for a loan by Lender in the original principal sum of \$315,000.00 (three hundred fifteen 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:

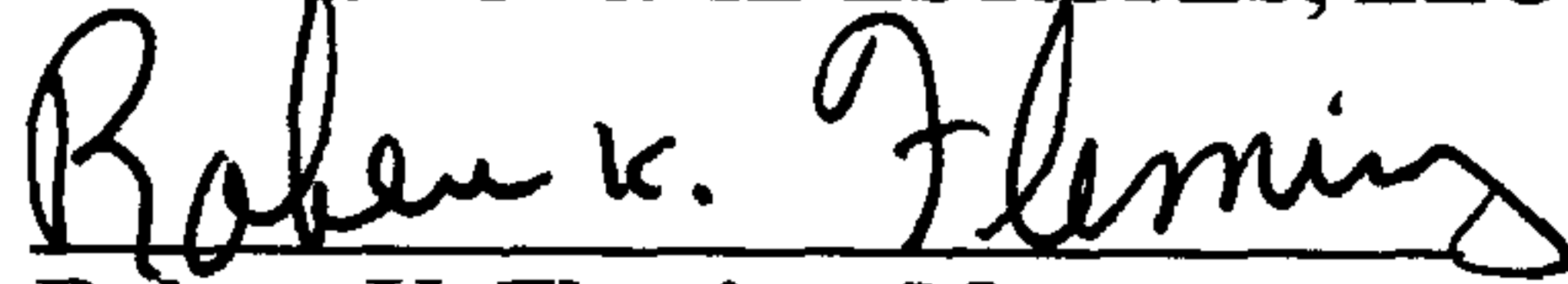
1. The amount of the mortgage is increased from the original principal sum of \$315,000.00 (three hundred fifteen thousand dollars) to the principal sum of \$325,000.00 (three hundred twenty five thousand dollars).
2. The term "Note" or "Promissory Note" as referred in the Mortgage shall refer to such instrument being duly executed on May 25th, 2004 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:

FARMINGDALE ESTATES, LLC



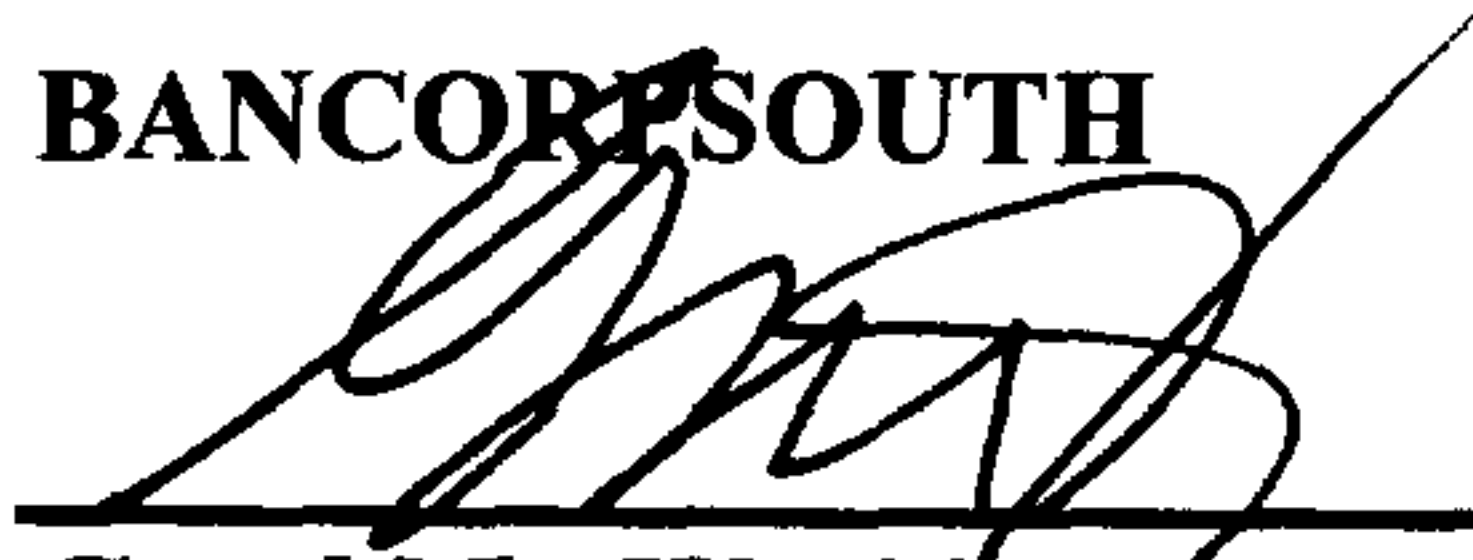
Robert K. Fleming, Manager



Clayton L. Branum, Member

LENDER:

BANCORP SOUTH

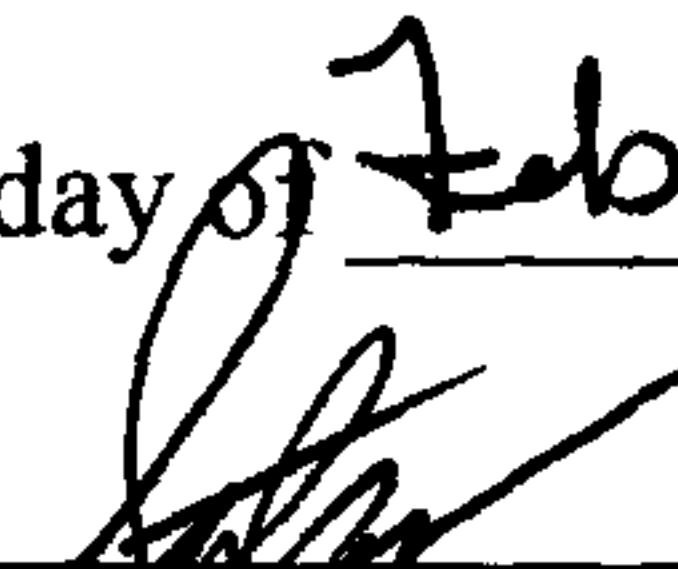


Gerald L. Watkins, Jr.
Vice President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that, **Robert K. Fleming** and **Clayton L. Branum**, whose names as **Manager, Member** of Farmingdale Estates, LLC, a Limited Liability Company, 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 18 day of February, 2005.



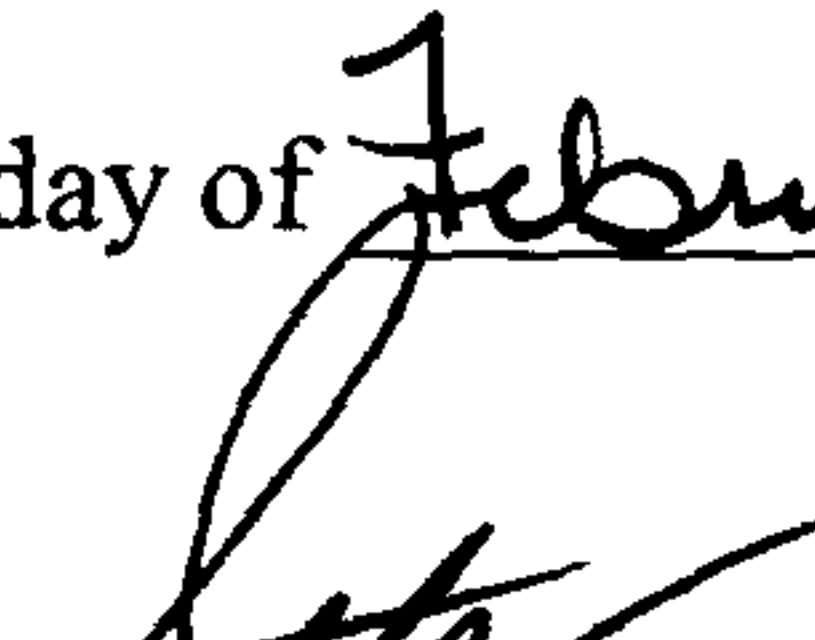
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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, 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 18 day of February, 2005.



Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2008
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Exhibit A

Parcel 2 and 3, according to the Map and Survey of Tanyard Branch Estates, Town of Harpersville, Shelby County, Alabama, as recorded in Map Book 30, page 94 in the Probate Office of Shelby County, Alabama. Less and except lots 1, 8-9, and 12-17 of Farmingdale Estates Phase I.

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Clayton L. Brown

Robert K. Fleming