

**MODIFICATION AGREEMENT**

WHEREAS, on 13<sup>th</sup> day of July, 2001, BRADLEY W. SIDLE being one and the same as BRAD SIDLE, executed a Promissory Note and Deed of Trust to BANCORPSOUTH BANK said Deed of Trust being recorded in Book 1420, Page 711 of the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi; and

WHEREAS, said Promissory Note and Deed of Trust was originally in the sum of \$618,329.00 and due and payable with interest on or before the 13<sup>th</sup> day of April, 2002; and

WHEREAS, all parties are in agreement to modify the terms; and

THEREFORE, IN CONSIDERATION OF THE PREMISES, it is hereby agreed by and between BRADLEY W. SIDLE being one and the same as BRAD SIDLE and BANCORPSOUTH BANK, by and through its duly authorized officer, ALAN GREER, in his official capacity as

Vice President as follows, to-wit:

1. That the said BRADLEY W. SIDLE being one and the same BRAD SIDLE, simultaneously with execution of this agreement hereby agrees to execute an additional promissory note payable to BANCORPSOUTH BANK, in the sum of \$150,000.00, with interest at a rate of 5.75% per annum with same to be due and payable on or before the 20<sup>th</sup> day of May, 2002.
2. It is hereby agreed that the new note executed by BRADLEY W. SIDLE being one and the same as BRAD SIDLE, shall be incorporated with the previous note, however, since no new Deed of Trust shall be prepared and recorded, this Modification Agreement shall be filed of record in the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi and thereby extending the amount of mortgage to \$768,329.00 and also extending the terms of the deed of trust as recorded in Book 1420, Page 711 of the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi.
3. The Clerk of the Chancery Court is hereby directed to make a marginal notation of said deed of trust reflecting the recording information for this Modification Agreement.
4. The parties agree that the said Promissory Notes and Deed of Trust are to continue to be the first lien on the premises covered by said Deed of Trust and shall remain in full force with the original covenants, conditions, required payments and prepayment privileges except as herein provided.

WITNESS THE SIGNATURES OF THE PARTIES, on this the 20<sup>th</sup> day of February, 2002.

A STATE MS.-DESOTO CO. FILED  
 FEB 26 1 14 PM '02  
 BRADLEY W. SIDLE  
 BRADLEY W. SIDLE being one and the same  
 BRAD SIDLE

BK 1465 PG 765  
W.E. DAVIS CH. CLK.

BANCORPSOUTH BANK

BY:

Alan Greer  
ALAN GREER

Vice President (TITLE)

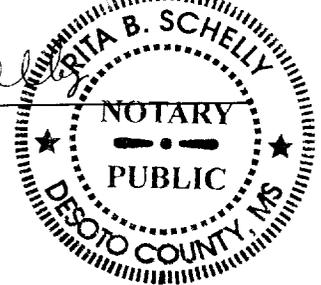
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the said County and State, on this 20<sup>th</sup> day of February, 2002, the within named, BRADLEY W. SIDLE being one and the same as BRAD SIDLE, who acknowledged that they executed the above and foregoing instrument on the day and year therein mentioned after having been duly authorized so to do.

Rita B Schelly

NOTARY PUBLIC

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES:  
FEBRUARY 21, 2004



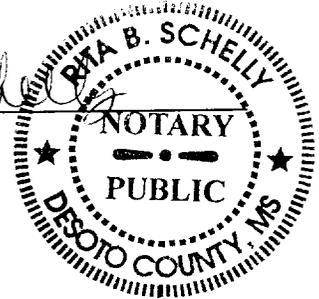
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the said County and State, on this 20<sup>th</sup> day of February, 2002, the within named, ALAN GREER, in his official capacity as Vice President of BANCORPSOUTH BANK. who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned after having been duly authorized so to do.

Rita B Schelly

NOTARY PUBLIC

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES:  
FEBRUARY 21, 2004



#00931.10126 -- Sidle/BancorpSouth

Prepared by and return to:  
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