

THIS INSTRUMENT MODIFIES AND EXTENDS THE DEED OF TRUST FILED FOR RECORD IN BOOK 1754, PAGE 476, AND THE ASSIGNMENT OF RENTS AND LEASES FILED FOR RECORD IN BOOK 99, PAGE 391, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

MODIFICATION AND EXTENSION OF DEED OF TRUST AND ASSIGNMENT

This Modification and Extension of Deed of Trust and Assignment ("Modification") is made and entered into effective as of the 1st day of March, 2006, by and between **T & N PROPERTIES, LLC**, a Mississippi limited liability company, with an address of 917 Hardwood View Cove, Collierville, Tennessee 38017 (referred to herein as the "Grantor"), and **REGIONS BANK**, an Alabama banking corporation, successor in interest to Union Planters Bank, National Association, with an address of 6200 Poplar Avenue, Memphis, Tennessee 38119 (referred to herein as the "Bank" or as the "Beneficiary").

The Grantor has heretofore obtained a loan or extension of credit from the Bank evidenced by a Promissory Note dated June 26, 2003, in the original principal amount of \$652,765.00 and payable to the order of the Bank (the "Note"). The Note is secured by the Deed of Trust and Assignment of Rents and Leases dated June 26, 2003, and recorded in **Book 1754, at Page 476**, in the Office of the Chancery Clerk of Desoto County, Mississippi (the "Deed of Trust"), and by the Assignment of Rent and Leases dated June 26, 2003, and recorded in **Book 99, at Page 297**, and re-recorded in **Book 99, at Page 391**, in the Office of the Chancery Clerk of Desoto County, Mississippi (the "Assignment"). The Deed of Trust and the Assignment describe and cover certain real property and improvements located in **Desoto County, Mississippi**, and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

The aforescribed real property and improvements are referred to herein as the "Property." The Note, the Deed of Trust, the Assignment, and all other documents and instruments executed in connection with the Note are collectively referred to herein as the "Loan Documents." The Bank is the legal owner and holder of the Note and the Loan Documents. The Grantor and the Bank have agreed to modify and extend the Note and desire to modify and extend the liens of the Deed of Trust and the Assignment as set forth herein.

NOW, THEREFORE, for the mutual agreements herein contained, and other good and valuable considerations, including the indebtedness evidenced by the Promissory Note referenced in the Deed of Trust and the Assignment, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Bank hereby agree as follows:

1. Modification and Extension of Note Maturity Date. The Maturity Date of the Note is hereby modified and extended to be **March 1, 2008**. On the Maturity Date the entire outstanding principal balance of the Note, together with accrued and unpaid interest, expenses, costs and other charges shall be due and payable in full.

2. Modification and Extension of Deed of Trust and Assignment. The Deed of Trust and the Assignment are hereby modified and amended as follows:

(a) The name of each of the "Lender," the "Bank," and the "Beneficiary" designated and stated in the Deed of Trust and the Assignment is modified and amended to be **Regions Bank**, an Alabama banking corporation, with an address of 6200 Poplar Avenue, Memphis, Tennessee 38119. Regions Bank is the successor in interest to Union Planters Bank, National Association, pursuant to merger on or about June 29, 2005. Regions Bank has succeeded to and now holds and possesses all rights, privileges, benefits, and remedies of said Union Planters Bank, National Association, under and pursuant to the Note, the Deed of Trust, the Assignment, and the other Loan Documents.

(b) The maturity date of the Promissory Note referenced in the Deed of Trust and the Assignment is modified, amended and extended to **March 1, 2008**. The liens and security interests of the Deed of Trust and the Assignment are hereby extended so that the liens and security interests of the Deed of Trust and the Assignment shall continue in full force and effect as a first priority lien and security interest on and with respect to the Property in favor of the Bank from and after the maturity date of March 1, 2008, for the maximum statutory period of time as allowed under the statutes in effect in the State of Mississippi. Any subsequent encumbrancer of the Property is placed on notice that the Bank claims the priority of the liens and security interests of the Deed of Trust and the Assignment as to all amounts referenced herein and, in addition, for any future advances as set forth in the Deed of Trust and the Assignment. The Bank reserves the right to modify, extend, consolidate and renew the indebtedness evidenced by the Note, or any portion thereof, without affecting the priority of the liens and security interests created by the Deed of Trust and the Assignment.

3. Authorization to Chancery Clerk to Make Marginal Notation. The Chancery Clerk of Desoto County, Mississippi, is hereby authorized and requested, pursuant to § 89-5-19 of the Mississippi Code, as amended, to renew and extend the Deed of Trust recorded in **Book 1754, at Page 476**, and the Assignment recorded in **Book 99, at Page 391**, of the records on file in said Chancery Clerk's office by filing this instrument of record and noting and entering the Book and Page of this Modification and Extension of Deed of Trust and Assignment on the margin of the record of the said Deed of Trust and Assignment and attesting the same.

4. Grantor's Representations, Warranties and Covenants. In order to induce the Bank to enter into this Modification, the Grantor does hereby certify, represent and warrant to the Bank that: (a) all representations and warranties made by the Grantor in this Modification and the Loan Documents are true, correct and complete in all material respects as of the date hereof, and (b) there are no existing offsets, defenses or counterclaims to the respective obligations of the Grantor as set forth in this Modification and the Loan Documents. In consideration of the modification and extension granted herein, the Grantor promises to pay the indebtedness evidenced by the Note, and the interest thereon, as set out therein and above, and to keep and perform all the covenants, terms and conditions contained in the Note, the Deed of Trust, the Assignment, and the Loan Documents as modified herein. Upon the occurrence of any default or event of default under the Note, the Deed of Trust, the Assignment, or any of the Loan Documents, the Bank may, at its option, immediately exercise any and all rights and remedies available to the Bank in the Note, the Deed of Trust, the Assignment, and the Loan Documents, with all such rights and remedies being cumulative and not exclusive. The Note shall continue as evidence of said indebtedness until the same is paid and the lien and security interest of the Deed of Trust and the Assignment shall in no manner whatsoever be affected by the execution of this instrument, except as the same is reaffirmed, ratified, modified and extended herein.

5. Reaffirmation of Obligations. Except for the modification and extension as set forth herein, all other conditions, representations, warranties, covenants, terms and provisions contained in the Deed of Trust and the Assignment shall remain in full force and effect and are not modified, altered or amended in any respect. The Grantor hereby ratifies, reaffirms, approves and confirms the continuing validity and effectiveness of the Note, the Deed of Trust, the Assignment, and all of the Loan Documents, with said terms, covenants, conditions and provisions being restated and incorporated herein by reference. This Modification constitutes a modification, extension and continuation of the indebtedness evidenced by the Note and the Loan Documents and does not constitute a novation. Nothing in this Modification shall constitute a satisfaction of the Note or a release of any makers, endorsers, guarantors or any other parties to the Note.

6. Miscellaneous Provisions. No failure on the part of the Bank to exercise and no delay in exercising any right hereunder or under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law. The Grantor agrees to pay to and/or reimburse the Bank any and all costs, expenses and fees incurred in connection with the preparation, execution, delivery, filing and recording of this Modification. This Modification shall be deemed a contract made under the laws of the State of Mississippi and shall be governed by and construed in accordance with the laws of the State of Mississippi. In the event that any term or provision contained in this Modification shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Modification and such other terms and provisions shall survive and be enforceable in accordance with their terms. This Modification shall be binding upon and shall inure to the benefit of the Grantor and the Bank and their respective heirs, executors, administrators, legal representatives, successors and permitted transferees and assigns. This Modification may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the day and year first above written.

BORROWER:

T & N PROPERTIES, LLC
a Mississippi limited liability company

By:



Tapan Thakur, Chief Manager

BANK:

REGIONS BANK
an Alabama banking corporation

By:



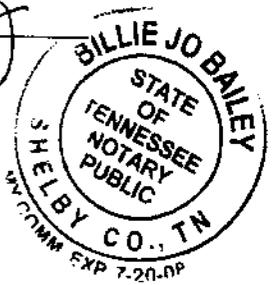
Wayne Littleton, Senior Vice President

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 1 day of March, 2006, within my jurisdiction, the within named **Tapan Thakur**, who acknowledged that he is the Chief Manager of **T & N Properties, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My Commission Expires: 7/1/08

Billie Jo Bailey
Notary Public



STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 1 day of March, 2006, within my jurisdiction, the within named **Wayne Littleton**, who acknowledged that he is a Senior Vice President of **Regions Bank**, an Alabama banking corporation, and that for and on behalf of the said banking corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said banking corporation so to do.

My Commission Expires: 7/1/08

Billie Jo Bailey
Notary Public

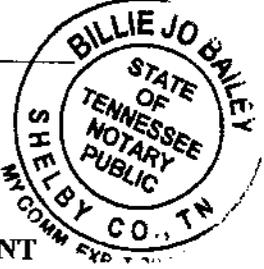


EXHIBIT "A" TO MODIFICATION OF DEED OF TRUST AND ASSIGNMENT

The following described real property and improvements located in Desoto County, Mississippi:

Part of Lot 2 LeBonheur Ambulatory Subdivision, First Revision, in Section 30, Township 1 South, Range 7 West as recorded in Plat book 38, Pages 3 and 4 in the Desoto County Chancery Court Clerk's Office and being more particularly described as follows:

COMMENCING at the northwest corner of Section 30, Township 1 South, Range 7 West, thence South 701.04 feet; thence East 53.00 feet to the True Point of Beginning, being an iron pin set (1/2" rebar) in the east line of Airways Boulevard (106' right of way) and being the northwest corner of Lot 2 of said LeBonheur Ambulatory Subdivision, First Revision.

Thence South 89 deg. 59 min. 17 sec. East along the north line of the subdivision a distance of 225.95 feet to an iron pin set (1/2" rebar);

Thence South 00 deg. 00 min. 00 sec. West a distance of 210.13 feet to an iron pin set (1/2" rebar);

Thence North 89 deg. 59 min. 17 sec. West a distance of 4.38 feet to an iron pin set (1/2" rebar);

Thence South 00 deg. 24 min. 13 sec. East a distance of 46.53 feet to an iron pin set (1/2" rebar);

Thence South 88 deg. 45 min. 32 sec. West a distance of 72.50 feet to an iron pin set (1/2" rebar);

Thence South 00 deg. 23 min. 55 sec. West a distance of 152.02 feet to an iron pin set (1/2" rebar);

Thence South 89 deg. 52 min. 03 sec. West a distance of 148.36 feet to an iron pin set (1/2" rebar); in the east line of Airways Boulevard;

Thence North 00 deg. 00 min. 00 sec. West along said east line a distance of 410.63 feet to the point of beginning.

Instrument prepared by and when recorded return to:

Wyatt, Tarrant & Combs, LLP
1715 Aaron Brenner Drive, Suite 800
Memphis, Tennessee 38120
Telephone No.: 901-537-1000

Address of Grantor:

T & N Properties, LLC
917 Hardwood View Cove
Collierville, Tennessee 38017
Telephone No.: 901-522-3081

Address of Lender/Beneficiary:

Regions Bank
6200 Poplar Avenue
Memphis, Tennessee 38119
Telephone No.: 901-580-4000

Indexing Instruction: Lot 2, LeBonheur Ambulatory Subdivision, First Revision,
Section 30, Township 1 South, Range 7 West, Desoto County, Mississippi

Marginal Notations: Deed of Trust filed in Book 1754, at Page 476
Assignment of Rents and Leases filed in Book 99, Page 391