

6/05/06 10:52:21  
BK 2,486 PG 698  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**RECORDATION REQUESTED BY:**  
First Tennessee Bank National Association  
Commercial Banking - Southaven  
615 Goodman Road East  
Southaven, MS 38671

**WHEN RECORDED MAIL TO:**  
First Tennessee Bank National Association  
Commercial Banking - Southaven  
615 Goodman Road East  
Southaven, MS 38671

7/21/06 10:13:19  
BK 114 PG 791  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

First Tennessee Bank National Association  
615 Goodman Road East  
Southaven, MS 38671  
(662) 349-2959

NOTE TO CHANCERY CLERK:



### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 25, 2006, is made and executed between between William Paul Hale, whose address is 2641 Dickens Place Drive, Southaven, MS 38671 ("Grantor") and First Tennessee Bank National Association, whose address is Commercial Banking - Southaven, 615 Goodman Road East, Southaven, MS 38671 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 28, 2005 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

A first mortgage Deed of Trust executed by William Paul Hale dated 03/28/05, in favor of First Tennessee Bank National Association, filed for record on 04/04/05 in Deed Book 2189, Page 273, in the office of the Chancery Clerk of DeSoto County, Mississippi, with an Assignment of Rents recorded 04/04/05 in Book 107, Page 738 and re-recorded on 07/22/05 in Book 109, Page 578.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Lot 3, Phase 2, Tackett Commercial Subdivision, Southaven, MS 38671.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity date is hereby changed from 03/28/07, to 12/31/06. All other terms and agreements of the original Deed of Trust will remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 25, 2006.

GRANTOR:

x   
William Paul Hale

LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

x   
Authorized Officer

Prepared

MODIFICATION OF DEED OF TRUST  
(Continued)

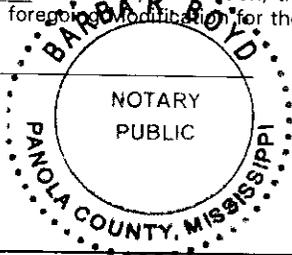
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ms )  
 ) SS  
COUNTY OF DeSoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25 day of May, 20 06, within my jurisdiction, the within named William Paul Hale, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Barba R Boyd  
NOTARY PUBLIC

My Commission Expires:  
8-18-06



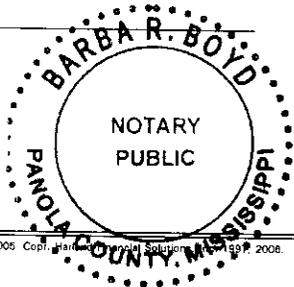
LENDER ACKNOWLEDGMENT

STATE OF Ms. )  
 ) SS  
COUNTY OF DeSoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25 day of May, 20 06, within my jurisdiction, the within named Dan Williams, Vice Pres. First Tennessee Bank NA a TN corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Barba R. Boyd  
NOTARY PUBLIC

My Commission Expires:  
8-18-06



**Exhibit A**

**Legal Description**

Lot 3, Phase 2, Tackett Commercial Subdivision, located in Section 27, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat recorded in Plat Book 85, Page 28, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Parcel ID #: 1078-2700-00024

X P.H.