

P. O. BOX 241
SOUTHAVEN, MS 38671
662-393-4450
07-644

Re-recorded to correct name of
Borrower in Acknowledgment

This instrument prepared by
and return to:

A. Gardner
Glankler Brown, PLLC
500 Poplar Avenue, Suite 100
Memphis, Tennessee 38119

**MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING
PURPOSES IS \$-0-, INDEBTEDNESS TAX WAS PREVIOUSLY PAID
UNDER INSTRUMENT NO: KB3144 and LL3271.**

MODIFICATION AND EXTENSION AGREEMENT

9/11/08 10:31:02
BK 2,945 PG 287
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

9/11/08 10:32:44
BK 128 PG 195
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS MODIFICATION AND EXTENSION AGREEMENT made and entered into as of
the 13th day of Aug., 2007, by and between **BILL R. VEST** (hereinafter called
"Borrower") and **SUNTRUST BANK** (successor-by-merger with National Bank Of Commerce,
Memphis, Tennessee) (hereinafter called "Bank").

WITNESSETH:

1. As of March 2, 2000, Borrower executed a Promissory Note in the original principal sum
of \$178,865.72 to the order of Bank which was modified effective as of October 26, 2001, to
increase the principal balance to \$261,000.00 ("First Note") secured by a Deed of Trust executed by
Borrower for the benefit of Bank covering certain real property located in Shelby County,
Tennessee (the "Tennessee Property"), which Deed of Trust was recorded in the Register's Office of
Shelby County, Tennessee under Register's No. KB 3144 and modified by Modification and
Extension Agreement recorded under Register's No. LL 3271 (the "Tennessee Deed of Trust"). The
First Note is also secured by an Assignment of Leases and Rents recorded in the Register's Office of
Shelby County, Tennessee under Register's Number KB 3145 (the "Tennessee Assignment").

2. As of October 30, 2001, Borrower executed a Promissory Note in the principal sum of
\$262,830.00 to the order of Bank ("Second Note") secured by a Land Deed of Trust executed by
Borrower for the benefit of Bank covering certain real property located in DeSoto County,
Mississippi (the "Mississippi Property"), which Deed of Trust was recorded in the land records of
DeSoto County, Mississippi, in Book 1405, Page 699 ("Mississippi Deed of Trust"). The Second
Note is also secured by an Assignment of Leases and Rents recorded in DeSoto County,
Mississippi, in Book 92, Page 409 (the "Mississippi Assignment").

3. As of February 3, 2004, the First Note and Second Note were consolidated and the
Tennessee Deed of Trust and the Mississippi Deed of Trust were modified so that each secured the
First Note and Second Note as consolidated. The Tennessee Assignment and the Mississippi
Assignment were also modified so that each secured the First Note and Second Note as
consolidated.

4. Borrower has requested and Bank has agreed to release the Tennessee Deed of Trust
subject to the terms and conditions of this Modification and Extension Agreement.

BAB

NOW, THEREFORE, FOR MUTUAL CONSIDERATIONS, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Acknowledgment of Debt. It is acknowledged that under the consolidated First and Second Notes (collectively referred to hereinafter as the "Note") there exists an outstanding principal balance of \$318,312.64.

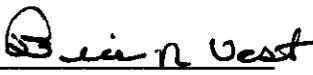
2. Release of Tennessee Deed of Trust. Upon Bank's receipt of \$100,000, to be applied to the principal balance of the Note, Bank shall execute a release of the Tennessee Deed of Trust.

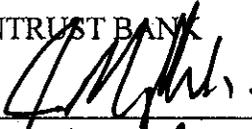
3. Modification of Note and Extension of Maturity. It is agreed that the new principal balance of the Note following the \$100,000 principal reduction, shall be \$218,312.64. Lender has agreed to lend an additional \$2,994.00 to cover accrued interest and closing costs resulting in a new principal balance of \$221,306.64. The Note is hereby modified and amended to change the interest rate, effective with the date hereof, to a fixed rate equal to seven and one-half percent (7.5%) per annum, and to provide for the payment of principal and interest as follows: Monthly installments of principal and interest in the amount of \$2,051.54 each shall be due on the ~~first~~ ^{thirteenth (13th)} day of each and every month commencing September 13, 2007, and continuing thereafter until maturity. The final installment of the entire outstanding principal and accrued interest shall be due on August 13, 2012.

4. Mississippi Deed of Trust and Mississippi Assignment to Secure Balance. The Mississippi Deed of Trust is hereby amended to secure the Note as modified hereby. The Mississippi Assignment is also amended to secure the Note, as amended hereby.

5. Reaffirmation of Obligations. All terms and provisions of the Note, the Mississippi Deed of Trust and the Mississippi Assignment not herein specifically modified or amended shall remain in full force and effect and are hereby reaffirmed by the parties hereto.

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


Bill R. Vest

SUNTRUST BANK
By: 
Name: Jason Mikowski
Title: Vice-President

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Bill R. Vest, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and seal, at office, this 13th day of Aug., 2007.

Lynn A. Gardner
NOTARY PUBLIC

My Commission Expires:

3-18-09



STATE OF TENNESSEE

COUNTY OF SHELBY

Before me personally appeared ~~Bernice Pittman~~ ^{Jason Maykowski} *(JAG)*, with whom I am personally acquainted, and who, upon oath, acknowledged ~~himself~~ ^{himself} to be a Vice-President of SunTrust Bank, the within named bargainor, a corporation, and that ~~she~~ ^{she} as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ~~herself~~ ^{herself} as Vice-President.

Witness my hand and seal, at office in Memphis, TN, this 13th day of Aug., 2007.

Lynn A. Gardner
NOTARY PUBLIC

My Commission Expires:

3-18-09



My Comm. Exp. 3-18-2009



Tom Leatherwood
Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

 07172513 11/14/2007 - 10:59 AM	
3 PGS : R - MODIFICATION	
HERNA 533701-7172513	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	17.00
TOM LEATHERWOOD REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

160 N. Main St., Suite 519 ~ Memphis, Tennessee 38103 ~ (901) 545-4366
<http://register.shelby.tn.us>



Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

Re-recording

	
08034699	
03/13/2008 - 01:30 PM	
4 PGS : R - MODIFICATION	
DONALD 558332-8034699	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	22.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

1075 Mullins Station, Suite 165 ~ Memphis, Tennessee 38134 (901) 379-7500
Website: <http://register.shelby.tn.us> Email: Tom.L Leatherwood@shelbycountyttn.gov