

11/30/11 4:29:10  
DK T BK 3,372 PG 515  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

11/30/11 4:32:07  
DK P BK 148 PG 226  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

<b><u>THIS INSTRUMENT PREPARED BY AND RETURN TO:</u></b>  PAUL F. T. EDWARDS, ESQ. EVANS   PETREE PC 1000 RIDGEWAY LOOP RD., STE. 200 MEMPHIS, TN 38103 901-525-6781 MISSISSIPPI BAR NO. 8577	<b><u>Borrower:</u></b>  RCCR Investments, LLC 3146 Goodman Road Southaven, MS 38671 662-349-0403	<b><u>Lender:</u></b>  Bank of Bartlett 6281 Stage Road Bartlett, TN 38134 901-382-6600
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Index Under:  
SW ¼ of Section 27, Township 1 South, Range 7 West, Desoto County, Mississippi

### MODIFICATION AGREEMENT

This Modification Agreement (this "Agreement") is entered into as of the 16<sup>th</sup> day of November, 2011, by and between **RCCR Investments, LLC**, a Mississippi limited liability company ("Borrower") and **Bank of Bartlett** ("Lender").

#### WITNESSETH:

WHEREAS, on June 30, 2011, Borrower executed that certain Promissory Note ("the Note") in the principal amount of Three Hundred Twenty Thousand Dollars (\$320,000.00) payable to the order of Lender; and

WHEREAS, Borrower executed a Deed of Trust dated June 30, 2011 in favor of Lender securing the Note ("Deed of Trust"), said Deed of Trust being recorded in Book 3,319 Page 16 in the Chancery Clerk's Office of Desoto County, Mississippi; and

WHEREAS, Borrower executed an Assignment of Rents dated June 30, 2011 in favor of Lender securing the Note ("Assignment of Rents"), said Assignment of Rents being recorded in Book 145 Page 398 in the Chancery Clerk's Office of Desoto County, Mississippi; and

WHEREAS, the parties desire to modify the terms of the Deed of Trust and Assignment of Rents to substitute the real property described on Exhibit A attached hereto for the real property described on Exhibit A to the Deed of Trust and Exhibit A to the Assignment of Rents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree as follows:

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

(1) Modification of Deed of Trust and Assignment of Rents. The Deed of Trust and Assignment of Rents are modified to substitute the real property described on Exhibit A attached hereto in place of the real property described on Exhibit A to the Deed of Trust and Exhibit A to the Assignment of Rents.

(2) Reaffirmation of Obligations. All terms and provisions of the Note described herein and the Deed of Trust and Assignment of Rents not herein specifically modified or amended shall remain in full force and effect and are hereby reaffirmed by the parties hereto. The execution and delivery of this Agreement does not constitute cancellation, satisfaction, discharge, release, extinguishment or novation of the principal indebtedness evidenced by the Note described herein.

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

RCCR INVESTMENTS, LLC, a Mississippi limited liability company

By: *[Signature]*

Title: *Chief Mgr.*

BANK OF BARTLETT

By: *[Signature]*

Title: *First VP*

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared Robert Creech, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of RCCR Investments, LLC, a Mississippi limited liability company, the within named bargainer, and that he as such Chief Manager executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such Chief Manager

WITNESS my hand and Notarial Seal at office this 16 day of November, 2011.

Michael C. Williams  
NOTARY PUBLIC

My Commission Expires:

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STATE OF TENNESSEE  
COUNTY OF SHELBY

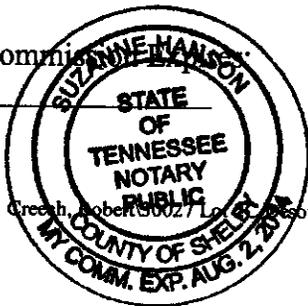
Before me, a Notary Public of the State and County aforesaid, personally appeared Chris Willoughby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the First Vice President of Bank of Bartlett, the within named bargainer, and that he as such First Vice President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such First Vice President.

WITNESS my hand and Notarial Seal at office this 16<sup>th</sup> day of November, 2011.

Suzanne Hanson  
NOTARY PUBLIC

My Commission Expires:

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EA10009 Creech, Robert 002716 Shelby County BOB Modification Agreement Substituting Collateral..doc

**Exhibit "A"**

Land situated in Desoto County, Mississippi:

Lot 2C of the Twin City Commons being further described as Lot 2C of the redivision of Lot 2 of the First Addition of Lot 2 Twin City Commons Desoto commercial subdivision (un-recorded). Located in part of the SW 1/4 and SE 1/4 of the Southwest 1/4 of Section 27, Township 1 South, Range 7 West, Desoto County, Mississippi, being more particularly described as follows:

Beginning at the Southwest corner of Section 27, Township 1 South, Range 7 West, Desoto County, Mississippi; thence S 89 degrees 29' 54" E, along the South line of said Section a distance of 1045.11 feet to a point; thence N 00 degrees 59' 15" E a distance of 81.21 feet to a point in the North right of way of State Highway 302, said point being the true point of beginning; thence N 00 degrees 59' 15" E a distance of 348.41 feet to a point; thence N 89 degrees 00' 45" W a distance of 25.00 feet to a point; thence N 00 degrees 59' 15" E a distance of 51.43 feet to a point; thence S 89 degrees 25' 05" E a distance of 180.47 feet to a point; thence S 00 degrees 07' 52" E, a distance of 400.00 feet to an iron pin in the North right of way of State Highway 302; thence N 89 degrees 25' 05" W, along said right of way distance of 163.27 feet to the point of beginning.