

*Ret. to
Burdette & Brink
P.O. Box 241
Southaven, Miss. 38671*

MODIFICATION AGREEMENT

This Modification Agreement is made and entered into this day by and between DeSoto Family Investment, a Mississippi General Partnership (Debtor), and Danny L. Williams, as sole trustee under trusts created under Last Will and Testament of Jane R. Rasco (Secured Party),

WHEREAS, Debtor is indebted to Secured Party in the sum of \$675,000.00 evidenced by a Promissory Note and Land Deed of Trust both dated October 6, 1997; and

WHEREAS, said Land Deed of Trust is secured by certain real property, being more particularly described as follows, to-wit:

Lot 10, Second Revision, Section B, Briargate Commercial Subdivision in Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 57, Page 40 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, under the terms of the said Promissory Note and Land Deed of Trust, the Debtor is indebted to Secured Party in the amount of \$675,000.00, bearing interest and being due and payable according to the terms set forth in said Promissory Note and Land Deed of Trust; and

WHEREAS, Lot 10, Second Revision, Section B, Briargate Commercial Subdivision has been further divided to create six (6) lots, and the real property which secures said Land Deed of Trust is now designated as Lots 1 through 6, division of Lot 10, Second Revision to Section B, Briargate Commercial Subdivision, City of Southaven, DeSoto County, Mississippi as shown by plat thereof recorded in Plat Book 61, Page 7 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

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W.E. DAVIS CH. CLK.

WHEREAS, Debtor desires the right, from time to time, to obtain the release of one ore more certain lots from the terms of the said Land Deed of Trust upon the payment of a specified sum per lot; and

WHEREAS, Secured Party has agreed to such partial release in exchange for certain cash payments and in exchange for certain modifications of the terms of the said Promissory Note and Deed of Trust all as hereafter set forth;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment stated herein and the mutual covenants and agreements of the parties stated herein, it is agreed by and between the parties that the terms of the said Promissory Note and Land Deed of Trust are hereby modified to provide as follows:

1. Upon payment by Debtor of the sum of \$337,500.00, Secured Party will release Lots 2, 3, and 6, Division of Lot 10, Second Revision to Section B, Briargate Commercial Subdivision.
2. Accrued interest on the original principal balance, computed at a rate of eight percent (8%) per anum from the date of said Promissory Note, is due and payable on or before April 6, 1998.
3. Any unpaid principal balance under the said Promissory Note and Land Deed of Trust shall be finally due and payable on or before April 6, 1999. Interest on any unpaid principal balance shall be computed at a rate of eight percent (8%) per anum and is due and payable bi-annually in two (2) installments, with the first installment being due and payable on or before October 6, 1998 and with a final installment being due and payable on or before April 6, 1999.
4. The Promissory Note and Land Deed of Trust are secured by the land described below situated in the City of Southaven, DeSoto County, Mississippi: said Deed of Trust being filed in Trust Deed Book 940 at page 144.

Lots 1 through 6, division of Lot 10, Second Revision to Section B, Briargate Commercial Subdivision, Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 61, Page 7 in the office of the Chancery Clerk of DeSoto County, Mississippi.

5. This Agreement shall be recorded in the Land Deed of Trust Books of the Chancery Clerk of DeSoto County, Mississippi.

6. All provisions of the said Promissory Note and Land Deed of Trust remain in full force and effect, except as herein specifically modified.

This the 31st day of March, 1998.

DESOTO FAMILY INVESTMENT, A MISSISSIPPI
GENERAL PARTNERSHIP

BY: William H. McClatchy
William H. McClatchy, General Partner

BY: Joseph J. Huling
Joseph J. Huling, General Partner

BY: Randall T. Huling, Jr.
Randall T. Huling, Jr., as Trustee of
Randall T. Huling, Jr., M.D. Living Trust
Dated January 20, 1994

BY: Danny L. Williams
Danny L. Williams, Sole Trustee Under Trusts
Created by Last Will and Testament of
Jane R. Rasco

STATE OF MISSISSIPPI

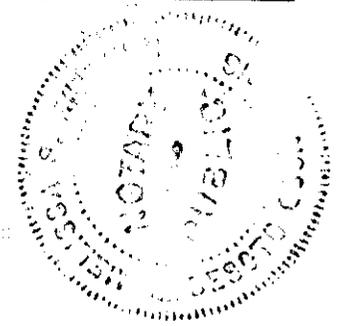
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named WILLIAM H. MCCLATCHY, General Partner of DeSoto Family Investment, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed for the purposes expressed therein.

Given under my hand and official seal this the 31st day of Mar, 1998.

Melissa S. Pittman
Notary Public

My Commission Expires:
9-22-2000



STATE OF MISSISSIPPI

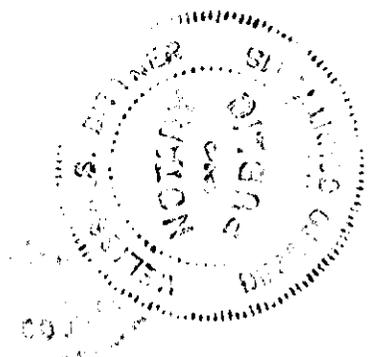
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named JOSEPH J. HULING, General Partner of DeSoto Family Investment, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed for the purposes expressed therein.

Given under my hand and official seal this the 31st day of March, 1998.

Melissa S. Pittman
Notary Public

My Commission Expires:
9-22-2000



STATE OF MISSISSIPPI

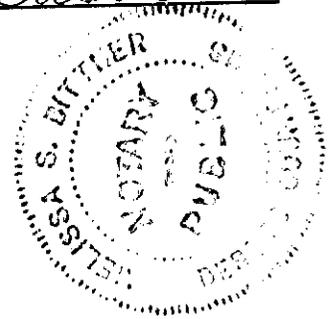
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named RANDALL T. HULING, JR., as Trustee of Randall T. Huling, Jr., M.D. Living Trust, dated January 20, 1994, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed for the purposes expressed therein.

Given under my hand and official seal this the 31st day of March, 1998.

Melissa A. Bittner
Notary Public

My Commission Expires:
9-22-2000



STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named DANNY L. WILLIAMS, sole Trustee under trusts created by Last Will and Testament of Jane R. Rasco, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed for the purposes expressed therein.

Given under my hand and official seal this the 31st day of March, 1998.

Melissa A. Bittner
Notary Public

My Commission Expires:
9-22-2000

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