

MODIFICATION AGREEMENT

WHEREAS, on December 11, 1997, NORTH MISSISSIPPI VETERINARY SERVICE, P.C., executed a Promissory Note and Deed of Trust to BANK OF MISSISSIPPI said Deed of Trust being recorded in Book 956, Page 511 of the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi, and

WHEREAS, said Promissory Note and Deed of Trust was originally in the sum of \$400,000.00 and due and repayable with interest on or before the 11th day of September, 1998; and

WHEREAS, all parties are in agreement to and modify the original terms; and

THEREFORE, IN CONSIDERATION OF THE PREMISES, It is hereby agreed by and between NORTH MISSISSIPPI VETERINARY SERVICE, P.C., by and through its duly authorized officers, LYNN COX, as PRESIDENT and GEORGIANA COX, as SECRETARY, and BANK OF MISSISSIPPI, by and through its duly authorized officer, MICHAEL L. ANDERSON, in his official capacity as Senior Vice-President, as follows, to-wit:

1. That the said NORTH MISSISSIPPI VETERINARY SERVICE, P.C., simultaneously with execution of this agreement hereby agrees to execute a new promissory note payable to BANK OF MISSISSIPPI, in the sum of \$400,000.00, with interest payable at a rate of 8.25% with same to be due and payable as follows:

Due and repayable in 119 monthly installments of \$4,906.11 each commencing on the 10th day of December, 1998 and continuing on the same day of each and every month except that the final installments of all principal and interest shall be due and payable on or before

STATE MS. - DESOTO CO.

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November 10, 2008.

2. It is hereby agreed that the new note executed by NORTH MISSISSIPPI VETERINARY SERVICE, P.C., shall replace the previous note, however, since no new Deed of Trust shall be prepared and recorded, this Modification Agreement shall be filed of record in the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi and thereby extending the terms of the deed of trust as recorded in Book 956, Page 511 of the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi.

3. The Clerk of the Chancery Court is hereby directed to make a marginal notation of said deed of trust reflecting the recording information for this Modification Agreement.

4. The parties agree that the said Promissory Note and Deed of Trust are to continue to be the first lien on the premises covered by said Deed of Trust and shall remain in full force with the original covenants, conditions, required payments and prepayment privileges except as herein provided.

WITNESS THE SIGNATURES, this the 10th day of November, 1998.

NORTH MISSISSIPPI VETERINARY SERVICE, P.C.

BY: *Lynn Cox*
Lynn Cox, President

BY: *Georgiana Cox*
Georgiana Cox, Secretary

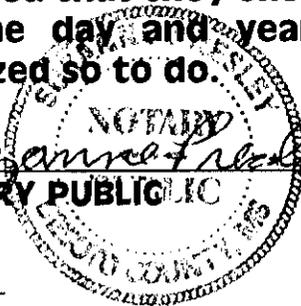
BANK OF MISSISSIPPI

BY: *Michael L. Anderson*
MICHAEL L. ANDERSON
Senior Vice-President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, on this 10th day of November, 1998, the within named LYNN COX and GEORGIANA COX, in their capacity as PRESIDENT and SECRETARY of NORTH MISSISSIPPI VETERINARY SERVICES, P.C., who acknowledged that they executed the above and foregoing instrument on the day and year therein mentioned after having been duly authorized so to do.

Suzanne P. Wesley
NOTARY PUBLIC

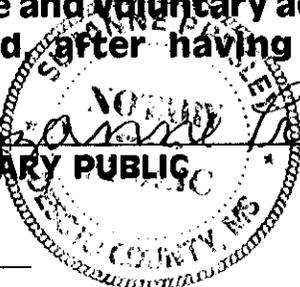


My Commission Expires: 7-12-02

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, on this 10th day of November, 1998, the within named MICHAEL L. ANDERSON, in his official capacity as Senior Vice-President of BANK OF MISSISSIPPI, a Mississippi banking corporation, 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 and for the purposes therein expressed, after having been duly authorized so to do.

Suzanne P. Wesley
NOTARY PUBLIC



My Commission Expires: 7-12-02

PREPARED BY AND RETURN TO:
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