

AGREEMENT

IN CONSIDERATION of a loan granted to the undersigned by Commercial Credit dated 8/27/99, the undersigned agree not to make any claim for any future advances under and pursuant to the terms of the Future Advance Clause of the first mortgage encumbering the real property owned by the undersigned and more formally described in Exhibit A attached hereto and made part hereof, said mortgage being from Burlon L. Crocker Jr and Ashley Crocker to Union Planters dated 11/24/97 and recorded 12/4/97 in Official Record Book 954, Page 491 of the Public Records of Desoto County, Mississippi and we, undersigned, hereby specifically waive any right to secure funds pursuant to such future advance clause for so long a period of time and the Commercial Credit and/or assignee(s) shall retain any interest in the mortgage bearing this date executed by the undersigned to the said Commercial Credit.

This Agreement also provides that the acceptance of a future advance under the first mortgage will constitute a default under the second mortgage and that the second mortgagee on such default, is entitled to all of the rights and remedies available to him in the event of a default as set forth in said mortgage.

Dated this 8/27/99

WITNESS

STATE MS. - DESOTO CO.

AUG 30 2 05 PM '99

(Witness's Signature)

*Burlon L. Crocker*

(Customer's Signature)

BK 1144 PG 57  
W.F. ... C.R.K.

(Witness's Signature)

*Ashley Crocker*

(Customer's Signature)

STATE OF Mississippi

COUNTY OF Desoto

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Burlon L. Crocker Jr and Ashley Crocker to me known to be the persons described herein and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8/27/99

MY COMMISSION EXPIRES JAN. 21, 2002

My Commission Expires: \_\_\_\_\_

